

The complaint

Mr H complains about Sainsbury's Bank Plc's actions and service which prevented him from accessing his funds in a period of vulnerability.

What happened

Mr H returned from working abroad and was living with friends after discovering the family house he'd been residing in had been sold following the sad passing of his mother.

Mr H found himself in a vulnerable position. He was homeless, he had lost the possessions and papers he kept in the family home and was looking for employment. Also, he had limited identity documents as his passport had expired.

Mr H had funds in an account with Sainsbury's and, as he hadn't used his account for some time, he contacted them in March 2023 to request a card and access. Unfortunately, he couldn't answer Sainsbury's security questions and, to prove his identity and that he'd lived at his previous address, he was told he could send in a certified copy of his driving licence.

Mr H provided a certified copy of the driving license but as he wasn't aware of the procedure, he certified it himself. As this was the incorrect procedure, he decided to send in the original document, but Sainsbury's then changed their mind on accepting this as an exception for security reasons. Dialogue then took place about alternative ways to identify Mr H but he didn't gain access to his account until five months later in August 2023. Mr H complained to Sainsbury's and they offered an apology and £200 compensation for making some errors.

Mr H brought his complaint to our service, looking for compensation and an apology as he's been prevented from accessing his funds, suffered hardship, had to rely on his friends for accommodation, food and support including financial support.

However, our investigator didn't uphold his complaint and as Mr H remains dissatisfied his complaint has been referred to me to look at.

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'm not upholding this complaint and I'll explain why.

Although Mr H was staying with friends, I recognise he was in a difficult position when he contacted Sainsbury's to get access to his funds. So, I first considered if it was reasonable for there to be some delay due to the need to establish his identity and protect his account.

For the following reasons, I think it was reasonable:

- Mr H didn't have his online banking log in details.
- There had been no account activity for well over a year.
- Mr H failed security because he couldn't confirm:

- the mobile number on file.
- the account balance.
- the type of account.
- dates of the last payment in.
- Although Mr H had updated his driving licence, he hadn't informed Sainsbury's that he'd changed address and he didn't have any proof of his previous address, meaning he couldn't meet either their identity or change of address criteria. This criteria is strict due Sainsbury's responsibilities to protect customers from fraud and scams.

I then considered Sainsbury's mistakes and the impact on Mr H including the additional time this added to him gaining access to his funds.

Sainsbury's accept they made several mistakes. These include:

- Initially agreeing to an identification exception in the form of a certified driving licence that they later deemed to be insufficient. And they changed their mind having sent him a code to his temporary address which would've given access to his account.
- Not confirming Mr H's understanding of the certification procedure.
- Returning the self-certificated driving licence instead of the original.

So, I'm satisfied that Sainsbury's didn't manage Mr H's expectations and these mistakes caused disappointment, frustration, distress and a loss of confidence. However, because of the security risk and their customer protection responsibilities, including to Mr H, I don't think it was unreasonable for Sainsbury's to have changed their mind as I'm persuaded that a certified driving licence on it's own wouldn't have been sufficient protection.

I considered what would've happened if Sainsbury's representative hadn't told Mr H he could just produce a certified copy of his driving licence. And I don't think that the subsequent exception Sainsbury's agreed (driving licence with expired passport) would have happened at this point and I think it more likely than not that Mr H would've had to wait for an exception to be agreed. I say this because Mr H couldn't meet Sainsbury's criteria and I'm persuaded that a combination of Mr H's circumstances and Sainsbury's mistakes led to them implementing an exception that falls outside their policy.

So, when considering compensation, I think Mr H would've still experienced some of the above-mentioned impacts. This is because his circumstances were unique and Sainsbury's would've had to escalate, deliberate and approve an exception at some point in order to protect Mr H's account. And I think the revised exception they made to accept both Mr H's driving licence and expired passport was fair and reasonable. Also, I recognise it's very unusual for a bank to alter their security requirements and I think Sainsbury's did this to help Mr H as they recognised his difficulties.

Bearing this in mind, together with the above reasons Mr H failed their security checks, I think the delay between 16 March 2023 (the date Mr H made contact with Sainsbury's) and 19 April 2023 is very difficult to quantify.

I considered the period between 16 March and 19 April 2023 rather than 16 March to end of August as Sainsbury's agreed a revised exception on 19 April which I think Mr H could've agreed to.

Sainsbury's say that after agreeing revised exception documentation, Mr H wouldn't provide a copy of his expired passport. I asked Mr H if this was the case and, if he didn't have access to the internet, why he couldn't use his friend's internet services or services provided by a library or others to send Sainsbury's a copy.

Mr H explained that:

- *'Due to how Sainsbury's had reneged on the agreement they had offered, I hadn't asked for, and all the subsequent lies that they told me. Plain and simple, I didn't trust them,*

there was no relationship with them, and I didn't believe that they would honour anything due to the way that they had been throughout most of the process'.

- *The 'Library used to be free to use their computers, by pre-booking them but then started to charge. I have no idea how much, but as I have said to you before, I wasn't asking more of the people who had helped me. I was put into that position by Sainsbury's change of attitude, and not of my own making'.*

I can understand Mr H's frustration, annoyance and loss of trust following Sainsbury's above-mentioned mistakes and subsequent amendment to their exceptional identity requirement. However, I can't see any evidence of Sainsbury's being dishonest and although they raised Mr H's expectations, I think they were acting in his best interests. So, considering Sainsbury's responsibilities, the fraud risk and Mr H's urgent need to have access to his funds, I think he should've looked to send a copy of his expired passport.

Although Sainsbury's shouldn't have communicated in incorrect exception and I can see how this was interpreted as a change in attitude, when again considering Sainsbury's responsibilities, the fraud risk and Mr H's urgent need to have access to his funds, I think he should've made enquiries about using free internet services such as his friend's or library services. And, whilst I appreciate he didn't want to further infringe on his friend's help, as the library provides free membership with 2-hour internet access or a £1.50 non-membership charge, I think there was at least one alternative way to send a copy of his expired passport.

Also, some of the delay in March and April 2023 was caused by communication issues for which I don't think it would be fair to hold Sainsbury's responsible, as Mr H hadn't updated his contact details.

I looked at the communication after 19 April 2023 and before the end of August 2023, and I can see that:

- Sainsbury's thought they'd agreed and communicated a reasonable exception.
- They couldn't understand why Mr H didn't want to meet their exception by sending in his passport.
- Mr H instead wanted dialogue about other documents that didn't meet Sainsbury's criteria.
- When Sainsbury's explained other documents weren't possible and referred to the agreed exception, Mr H thought Sainsbury's were *'obsessed about my passport'*.

I understand Mr H's reasons for not wanting to send in his passport and trying to discuss and / or negotiate an alternative form of documents. However, bearing in mind Sainsbury's criteria, responsibilities and the fact that an exception, which I think was both reasonable and achievable, was agreed I don't think it was unreasonable of Sainsbury's not to consider other exceptions. So, whilst I recognise the inconvenience and distress that this further delay caused to Mr H I don't think it would be fair or reasonable to consider compensation for the period between 19 April and end of August 2023.

So, having considered the above and all the information on file, although I empathise with Mr H's difficult situation and recognise the inconvenience and distress he experienced, I consider the compensation Sainsbury's have paid to be fair and reasonable.

My final decision

My final decision is that I'm not upholding this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 24 March 2024.

Paul Douglas
Ombudsman