

## **The complaint**

Mr A complains that Santander UK Plc didn't process his promissory note as requested nor return it and it didn't action a data subject access request (DSAR) he posted.

## **What happened**

Mr A says that he commissioned a builder to carry out some work and submitted a special deposit (promissory note) along with a sales purchase order for the work to be completed. He says that Santander ignored his request in regard to the promissory note. Mr A said he was concerned as the promissory note contained sensitive personal information. He then raised a DSAR but Santander didn't respond.

Santander said that it didn't issue promissory notes for current account customers and further noted that Mr A didn't have sufficient funds available in his account at the time. It said it hadn't received Mr A's DSAR and provided details of how to make this request.

Our investigator said that Santander hadn't been able to locate the letter containing Mr A's promissory note, and because of this she recommended it pay Mr A £50 for the inconvenience caused. She said that Mr A didn't send the DSAR to the correct address, so she didn't uphold that part of the complaint.

Mr A didn't agree with our investigator's view. He said he sent a highly sensitive and powerful instrument related to securitisation to Santander five times with clear instructions to send it back if it was something they were refusing to accept. He said he had proof of delivery and wanted to know what had happened to his instrument and why it wasn't returned. Mr A said Santander's Articles of Association states that they accept negotiable instruments.

## **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.

I understand why Mr A is frustrated by the service he has received from Santander. He sent a certified promissory note dated 14 July 2022 to Santander's Chief Financial Officer and Chief Executive Officer on 15 July 2022 and didn't receive a response. He says he sent the document on five occasions and still didn't receive a response. I agree that this isn't the service that should have been provided. However, when considering what action Santander is required to take in resolution of this complaint, I have considered the extent to which the outcome would have been different in regard to the payment had the promissory note been acknowledged and also the impact this issue has had on Mr A.

Santander explained that a promissory note is a signed document containing a written promise to pay a stated sum to a specified person or the bearer at a specified date or on demand and that it isn't something Santander will action as it is an agreement between Mr A and the builder. It said that Mr A could use other routes to make his payment such as online banking, telephone banking or payment at a branch or through CHAPS. It said that the

information Mr A referenced in regard to Santander's acceptance of negotiable instruments related to corporate accounts and that Mr A isn't a corporate customer. It also said that Mr A didn't have the funds available in his account at the time.

Based on the above, I find that even if Santander had located the promissory note, this wouldn't have been something it would be able to process for payment. Given this, I do not find that the outcome in regard to the payment to the business from Mr A would have been any different had the promissory note been located by Santander.

Mr A also said that his DSAR wasn't responded to. Santander said it had no evidence of receiving the DSAR and provided details of how to submit a DSAR. Having looked at the information provided Mr A didn't send his DSAR to the correct address and therefore I do not find I can say Santander did anything wrong by not responding to this.

I accept that the lack of a response to Mr A caused him distress and inconvenience. Mr A has said that he sent the instrument to Santander on five occasions and that the letter stated that if the payment was unacceptable in some way, then Santander should respond in writing within seven days and return the promissory note. While I appreciate that Mr A had set out what he expected to happen, as Santander hasn't been able to find any record of the promissory note it hasn't been able to return this to Mr A. I can understand why this is upsetting for Mr A.

Mr A has also raised concerns as the promissory note contains sensitive personal data. If he is concerned about Santander's compliance with the data protection laws, he can raise this with the Information Commissioner's Office. However, I have considered the concerns he has raised when assessing what compensation is reasonable in this case.

Our investigator recommended that Santander pay Mr A £50 compensation for the upset caused by not being able to locate his letter. I understand that Mr A doesn't think this is enough. Having considered the issues involved and that the promissory note wasn't something that could be used on Mr A's account, I am only awarding compensation for Santander not returning the promissory note as requested by Mr A and for it not being able to locate this. I have taken into account Mr A's comment about the data included in the promissory note but having considered the issues in this complaint, I find that compensation of £50 is reasonable.

### **Putting things right**

Santander should pay Mr A £50, as it has agreed, as compensation for the inconvenience and upset caused by not being able to locate his letter and promissory note.

### **My final decision**

My final decision is that Santander UK Plc should take the action set out above in resolution of this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 4 December 2023.

Jane Archer  
**Ombudsman**