

The complaint

Mr O complains that Santander UK Plc caused him distress when he was trying to access his savings account online.

What happened

Mr O opened a savings account with Santander in September 2023. He was told that he would receive a code in the post so he could access the savings account online. When he received the code, he tried to log in using online banking, but it didn't work.

Mr O phoned Santander that day, who recognised there was an issue because they already held contact details (email and telephone number) for Mr O from a previous account he held with them. They explained this to him on the phone, updated his details and sent a new code out in the post.

When Mr O received the new code, he was able to access his savings account online.

Mr O remained unhappy, so he complained to Santander. He said that he shouldn't have had to use his valuable time contacting Santander. He didn't think it was right that Santander still held his contact details, even though he'd provided his new contact details when opening the savings account. He wanted compensation for the inconvenience caused.

Santander responded to Mr O. They explained that they have an obligation to hold personal information about their customers and that their policy is to hold it for ten years after a relationship has ended. They said they reviewed their internal systems and the last account Mr O had with Santander closed in 2016. That's why they still held his previous personal data, including his old mobile number and email address. Santander didn't think they had done anything wrong, so didn't offer any compensation to Mr O.

Mr O remained unhappy. He didn't think it was right that Santander still had his old personal contact details on record. He brought his complaint to this service.

One of our investigators investigated the matter. They also didn't think Santander had done anything wrong. They originally said that the terms and conditions of Mr O's account allowed Santander to hold personal information for 7 years after account closure. But then realised that the terms and conditions they'd reviewed were for a different account. They re-confirmed to Mr O that Santander's own policy was to hold information for ten years after the account had closed, or the relationship had ended. Because of this they didn't think it was unreasonable that Santander still had his old contact details on record. They recognised that this caused some inconvenience to Mr O because it meant he had to call Santander, but they didn't think this warranted any compensation. They were also satisfied Santander updated the personal contact details quickly and arranged for the online code to be re-sent straight away.

Mr O still disagreed. In particular, he didn't think it was a minor inconvenience that he'd had to call Santander to get the problem sorted. He said he spent many hours on the phone to Santander trying to resolve the issue. Because he didn't agree with the investigator's

opinion, the complaint has been passed to me to review.

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've reached the same outcome as the investigator for broadly the same reasons.

There's no dispute that Santander opened Mr O's savings account as requested, so I don't need to consider whether it did this correctly. What I have considered is whether Santander has done anything wrong by holding old contact details for Mr O, which then subsequently inconvenienced him because he couldn't log on to his online banking to access his savings account.

Santander has said that they have a legal requirement to hold a customer's personal information for a maximum ten-year retention period after the relationship has ended, or the account has closed. They have explained that Mr O had a credit card account that closed in 2016 and because ten years hasn't passed, they still hold his details. When he provided new contact details for the savings account, they didn't override the old details and so he had some trouble logging in first time.

I've seen a screenshot of Mr O's accounts and I'm satisfied there is a credit card that was closed in 2016. Ten years from 2016, is 2026, so as per Santander's requirement and policy they will have continued to hold this information until then.

It doesn't seem unreasonable to me that Santander still held personal information about Mr O from when he had his credit card account. Under data protection law they will be required to retain this information for a set period and so I don't think Santander has done anything wrong by still holding Mr O's old mobile number and email address. Santander has also provided information from their website which explains more about their data protection statement and how they use and hold personal data, which supports this.

I can understand why Mr O was frustrated that he had to call Santander to get the problem sorted. But given what I've said above, I don't think Santander has done anything wrong by still holding this information, so I don't think they need to pay Mr O any compensation. And from the information I've seen it looks like the issue was sorted quickly and a new online code was sent out to Mr O straight away. While Mr O was waiting to receive the new online code, he could've still accessed his savings account through other means such as telephone banking or visiting a branch. So, I think Santander acted quickly to sort this for Mr O and I don't think they need to do anything further.

My final decision

For the reasons I've explained above, I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr O to accept or reject my decision before 8 March 2024.

Rachel Killian
Ombudsman