

## **The complaint**

Mr S complains about the service received by Sainsbury's Bank Plc ("Sainsbury's") when trying to access funds held in a dormant account he'd discovered with it. In particular, he says Sainsbury's are unfairly asking him to supply documents that are unachievable.

## **What happened**

Mr S discovered he had a dormant account with Sainsburys with funds in it to the value of £800. After not being able to login online Mr S contacted Sainsbury's on 27 November 2023 regarding this. It was established that Mr S wasn't registered for online banking and so was advised how to register for this service and that Mr S would be able to change his address online.

Unfortunately, Sainsbury's adviser failed to notice it didn't hold Mr S's national insurance number which is a requirement when registering online and the reason Mr S was still unable to gain access to online banking following the initial call.

When Mr S called Sainsbury's back it was unable to verify him to the level of security needed to update his details and so he was asked for two forms of ID, one showing the address it had on file and the other showing his new address. Mr S was directed to a website for the list of documents it would accept.

In response to this Mr S sent a certified copy of his passport and a bank statement with his current address. Sainsbury's responded to this on 13 December saying it couldn't accept his passport as it didn't show his address and explained it still needed ID from list A showing his previous address. At which point Mr S complained explaining he didn't have the information requested and asked it for clarification which previous address it required as he had several and for Sainsbury's to return his bank statement.

Sainsbury's agreed Mr S was given incorrect information about being able to register for online banking and acknowledged that it didn't specify it can't accept a passport as it doesn't show address details and that it didn't make Mr S aware it can accept documents dated older than three months from his previous address. Sainsbury's upheld Mr S's complaint and offered £60 compensation for the lack of clarity about the information required and service received.

Sainsbury's said it was unable to return Mr S's bank statement as it was securely destroyed and that if in future any documents need returning for Mr S to enclose a covering note explaining this.

Despite Mr S being able to provide ID from list A showing his new address Sainsbury's says it still requires ID from list B showing his old address to allow it to update its records. It says this is needed to ensure it protects both parties from the possibility of any fraudulent activity.

Mr S being dissatisfied with this brought his complaint to this service. One of our investigator's looked into Mr S's concerns but didn't think the information Sainsbury's was asking Mr S to provide was unrealistic or unachievable and thought the £60 compensation

was fair for its lack of clarity about the information required and service provided and didn't think Sainsbury's needed to do anything more.

Mr S disagreed, he wants to know why he wasn't asked for his national insurance number when opening his account or to enable him to register for online banking. He believes Sainsbury's have treated him unfairly by insisting on him supplying documents that he doesn't have and are unachievable for him. Furthermore, he can't understand why Sainsbury's will pay his compensation to his nominated bank account but not the proceeds of his account. Mr S has asked for an ombudsman's decision.

I issued my provisional decision on 10 July 2023. In my provisional decision, I explained why I was proposing to uphold Mr S's complaint. I invited both parties to let me have any further submissions before I reached a final decision. Sainsbury's provided two options to Mr S regarding the provision of ID to gain access to his funds. One of which is an exception to its usual processes in that on this occasion Sainsbury's have offered to close Mr S's account if he can provide it with an up-to-date bank statement for his account ending 7888 and it will remit the funds it holds to this account.

Sainsbury's has also agreed to pay the compensation as recommended in the provisional decision. Mr S has now provided the requested bank statement.

### **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.

In my provisional decision I said that:

*"It might help if I explain here my role is to look at the problems Mr S has experienced and see if Sainsbury's has done anything wrong or treated him unfairly. If it has, I would seek – if possible - to put Mr S back in the position he would've been in if the mistakes hadn't happened. And I may award compensation that I think is fair and reasonable.*

*Sainsbury's has already accepted that it provided Mr S with incorrect information regarding registering for online banking during his call on 27 November and that it failed to clarify that a passport isn't sufficient proof of address or that it would accept proof of his previous address documents older than three months. So what I need to decide is whether the £60 compensation offered and paid by Sainsbury's is enough to put things right for Mr S and currently I don't think it is.*

*I accept mistakes happen and things don't always go smoothly and sometimes one must spend some time in dealing with personal administrative matters such as this. But on this occasion on every contact Mr S has had with Sainsbury's regarding what it requires to regain access to his dormant account, Sainsbury's has provided him with incorrect or incomplete information inconveniencing Mr S far more than what I think is reasonably acceptable. And after considering everything, I too am still unclear exactly on what Sainsbury's requires from Mr S.*

*First Mr S was told he could update his information online once registered. This was incorrect as Sainsbury's didn't hold a national insurance number for him – so Mr S needlessly wasted time trying to register for online banking and when this wasn't possible had to make a further call to Sainsbury's.*

*Mr S was then told it needed two forms of ID from list A and B for his old and new address and referred him to Sainsbury's website for further information on this. In attempting to*

*comply with Sainsbury's requirements Mr S then took the time to have his passport certified (as per list A) and provided this and a statement showing his current address (as per list B) to Sainsbury's only to be told a passport wasn't acceptable and that he needed something from list A showing his old address – presumably because he'd provided a credit card statement from list B showing his new address.*

*I've looked at the lists and I think most people who have moved address would struggle to produce something from list A showing an old address because the options are limited to items such as a driver's license again certified, (which a person would be required to update to any address they've moved to), HMRC tax notifications in the last three months, benefit entitlements and firearms certificate all of which I'm satisfied from Mr S's explanation as to why he can't provide these documents.*

*And when Mr S complained and explained to Sainsbury's that he couldn't provide anything from list A to prove his old address it was only then it explained the document didn't need to be dated within three months and that it could be from list B.*

*So I don't think compensating Mr S £60 is a fair and reasonable way to settle Mr S's complaint as Mr S still is unable to access his account.*

*Although I accept Sainsbury's reasons for why it needs the ID it has requested and it is not for me to say what it should or shouldn't accept when it comes to proof of ID, I think there are always going to be customers like Mr S who are in the situation where quite understandably they can't provide what Sainsbury's would ideally like as proof of ID and address. In this situation I think Sainsbury's should work with the customer and find out what they can supply that will satisfy it of their identity and still comply with any regulatory requirements it has.*

*I understand Mr S has now provided Sainsbury's with two letters from two different banking providers showing his old address. Although I accept that strictly speaking this isn't what either of list A or B asks for, it does provide an account balance and number and so Sainsbury's should now confirm whether this information is acceptable proof of Mr S's old address and if not, proactively work with Mr S to find out what he could supply which would be acceptable.*

*And I also currently think Sainsbury's should compensate Mr S a further £100 (on top of the £60 paid already) for the poor service he's received regarding this. And so I currently intend to uphold Mr S's complaint because Sainsbury's repeatedly provided incorrect information regarding its requirements for accessing his account and I don't think Sainsbury's has treated Mr S fairly in its requests for information he's explained he can't provide."*

Sainsbury's has now provided Mr S with what I consider are reasonable options to close his bank account and gain access to his funds – one of which Mr S has agreed to. Furthermore, Sainsbury's have agreed to compensate Mr S £100 as per my recommendation. And so as neither party has provided any further evidence for consideration, I see no reason to depart from the conclusions set out in my provisional decision and it follows that I uphold Mr S's complaint.

## **My final decision**

For the reasons I've explained, I uphold Mr S's complaint and direct Sainsbury's Bank Plc pay the fair compensation as outlined above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or

reject my decision before 26 August 2024.

Caroline Davies  
**Ombudsman**