

The complaint

Ms R is unhappy with Nationwide Building Societies handling of her Data Subject Access Request (DSAR) and it saying she had previously been named on a joint account.

What happened

Ms R raised a DSAR request with Nationwide. It wasn't dealt with in line with the correct procedure. When Nationwide realised it apologised, said it would now process the request and paid Ms R £50 as a further apology.

Ms R was also worried about her being previously named on a joint account record with Nationwide. Nationwide said that wasn't what it had said. Nationwide said it was a statement, more of a question "if" Ms R had been.

Ms R wasn't happy with Nationwide's response and brought her complaint to this service.

Our investigator didn't uphold the complaint. She accepted it was frustrating for Ms R, but Nationwide admitted it didn't deal with the DSAR inside required time frames. Our investigator noted Nationwide apologised and paid Ms R £50 for any inconvenience caused. Regarding the second point about Ms R's name on a joint account our investigator said Nationwide were providing instructions of what to do if she had been named on such an account in the past. Our investigator said Nationwide hadn't done anything wrong.

Ms R didn't accept this and asked for her complaint to be passed to an ombudsman 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.

Ms R has other complaints with this service about Nationwide but for this complaint I'm dealing purely with the delayed DSAR and her name on a joint account only.

In its final response letter Nationwide said:

"I'm sorry you're unhappy that your DSAR was not followed correctly as stated in our letter of 25 January 2024. This shouldn't have happened, so we'd like to pay you £50 to say sorry." It confirmed it did put this right by providing Ms R all the information she requested, including personal data. It also noted in case there was anything further *"Our letter on 25 January 2024 invited you to contact us by letter or telephone if there's anything missing or anything further that you'd like us to include."*

On the second point it said *"We're not stating you were named on a joint account. Our letter on 25 January states that if you were previously named on a joint account and have been removed, you'll need to provide us with the information of the account or accounts before we were able to supply the information."*

Nationwide confirmed to this service *"We have never stated Ms R is named on a Joint account. The letter stated that if you were previously named on a joint account and have been removed, you'll need to provide us with the information of the account or accounts before were able to supply the information."*

The complaint handler at Nationwide accepted that when initially asked to deal with the DSAR by Ms R he simply forgot to action it after their telephone conversation. He said it was quite early in the call and they had so many other points to cover after that he just forgot. I think that was honest and suggested a genuine mistake had been made. However, I can understand how this would have been upsetting and frustrating for Ms R.

Regarding the DSAR I think Nationwide are clear now on what they were trying to do for Ms R. It accepted it made a mistake, put it right, apologised and paid £50 because of this. Based on the details I think that's a reasonable outcome.

It asked Ms R if there was anything missing or anything extra she needed to make sure it fully dealt with her request. It's accepted it took too long but it acknowledged the mistake and compensated Ms R for that. I think that's fair.

Regarding the names on a joint account point I think what Nationwide said seems fair. But to be sure I've looked at the actual correspondence it sent to Ms R about the DSAR and read what it put in the correspondence. In a letter to Ms R dated 25 January it said, *"Please note: if you were previously named on a joint account and have been removed, you'll need to provide us with the information of the account/s before were able to supply the information."* Underneath it then provided a table of the different things that could be included in the DSAR.

Ms R may have read that note from Nationwide to mean something more. She may have felt it was a suggestion, an inference or even that Nationwide was stating as a fact that she had been previously linked to other accounts. But that is potentially accepting it could have been read in a different context. But that doesn't mean I think Nationwide did anything wrong. It does start the sentence with *"if"* and when challenged by Ms R it did point out that it wasn't stating it to be the case. It was just trying to be clear for Ms R's benefit in relation to the DSAR situation. Based on my reading of the sentence and the further detailed responses provided I think Nationwide acted fairly and reasonably on this point.

My final decision

I don't uphold this complaint.

I make no further award against Nationwide Building Society.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms R to accept or reject my decision before 11 November 2024.

John Quinlan
Ombudsman