

The complaint

Mr S complains about the service he received from Zempler Bank Limited T/A Cashplus when he made a Data Subject Access Request (DSAR). He also complains that it didn't update his email address or raise a complaint when he asked it to.

What happened

Mr S held an account with Cashplus. He says he contacted it by telephone in 2022 to ask it to update his email address. But he said it didn't do this. And, on 18 April 2024, Mr S contacted Cashplus by telephone to make a DSAR request. However, while he was on hold the call disconnected. So, his DSAR request wasn't passed on to the back office team to action. As Cashplus didn't call Mr S back after the call disconnected, he emailed the same day confirming that he wished to raise a DSAR request.

On receiving Mr S' emailed DSAR request, Cashplus forwarded the email to its back office team who initiated the DSAR process. It contacted Mr S to ask him to call its customer service team to verify his identification. And, on 2 May 2024, Mr S contacted Cashplus' customer service team to confirm his identification. On 14 May 2024 the DSAR information Mr S had requested was sent to him.

Mr S was unhappy with the service he'd received from Cashplus and asked it to raise a complaint on his behalf. But he said Cashplus declined to raise a complaint because it said he'd made a complaint about the same issue previously. So, it thought his concerns were a duplicate complaint.

As Mr S wasn't able to raise a complaint directly with Cashplus contacted our service on 2 May 2024 and asked us to assist him. Our investigator shared Mr S' concerns with Cashplus on his behalf and asked it to respond to his complaint.

On 17 May 2024, Cashplus issued its final response to Mr S' complaint. It said it had no record of him asking it to change his email address in 2022. So, it didn't uphold this aspect of his complaint. But it acknowledged that Mr S had received poor service on 18 April 2024 when he asked it to raise a DSAR on his behalf. It accepted it hadn't processed the DSAR correctly as a result of the telephone call disconnecting. And it paid Mr S £25 as a gesture of goodwill to recognise the trouble and upset this would have caused. However, it made the point that the DSAR information had still been provided to Mr S within the 30 day deadline.

Unhappy with this outcome Mr S asked our service to investigate what had happened. Our investigator weighed up the information provided but they weren't persuaded Cashplus had made an error in not updating Mr S' email address in 2022. They said they hadn't seen evidence to show that Mr S had asked Cashplus to change his contact information in 2022. And they were persuaded that the £25 Cashplus had paid Mr S in relation to how it had dealt with the DSAR request was fair and reasonable. So, they didn't think it needed to do anything further to resolve Mr S' complaint. But he rejected our investigator's view of his complaint. So, I've been asked to decide the fairest way to resolve it.

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'd like to thank Mr S for his detailed submissions about this complaint. I want to assure him that I've read and considered everything that both he and Cashplus have sent when reaching my decision. I haven't referred to all the points Mr S has raised as I've focused on what I feel are the key issues of the case. I hope Mr S won't take that as a discourtesy, my approach reflects the informal nature of our service.

Where the information and evidence is incomplete and inconclusive, as it is here, I have to reach my decision on the balance of probabilities – in other words, what I consider is most likely to have happened in the light of the available evidence and the wider circumstances.

I'm sorry to hear about the difficulties Mr S experienced here. I recognise that he feels very strongly about the issues raised in this complaint. I'm sure he's suffered upset and inconvenience as a result of what happened – for that I'm sorry but my role is to assess whether I think Cashplus made a mistake, or treated Mr S unfairly, such that it needs to now put things right. And having carefully considered everything I'm not going to be able to help Mr S in the way he would like. I'll explain why.

There are three parts to this complaint and I think it will make things clearer if I deal with them separately.

The first part of Mr S' complaint is about Cashplus' failure to change his email address in 2022. So, I'll focus on that issue first.

Mr S has told our investigator that he contacted Cashplus by telephone in 2022 to ask it to change his email address. He isn't able to point to the date in 2022 when he made this request and I can see our investigator asked Cashplus to share contact notes to assist our assessment of this complaint point.

The contact notes I've seen are comprehensive and detailed. They date from January 2022 up to July 2024. So, I'm satisfied a full set of notes covering the last 30 months has been provided by Cashplus. The contact notes show that Mr S was regularly contacting Cashplus by telephone during 2022 to share concerns about various issues relating to his account. I'm persuaded that a summary has been recorded in relation to each call made by Mr S during 2022. There's no reference to him asking Cashplus to change his contact details.

Had Mr S contacted Cashplus to ask it to update his email address I'm persuaded this would be recorded within the contact notes. Cashplus has explained that its process where a customer requests a change in contact details is to escalate that request to its Specialist Team to either action the update or to request documentation to verify identity in line with its fraud prevention processes. I'm satisfied that would be recorded on Mr S' account. And, as this information isn't there, there's insufficient evidence to persuade me that a change of email address request was made by Mr S in 2022.

Cashplus was using Mr S' previous email address in November 2022. At this time, it sent Mr S a final response letter to a previous complaint. I'm aware Cashplus also used this email address to send Mr S emails on how to access data that was sent to him following a previous DSAR request. I'm persuaded that Mr S would've been expecting to receive communication with Cashplus about such important matters and that he'd have most likely contacted it to chase that information if it hadn't been received. The contact notes don't show

any contact from Mr S to say he hadn't received information he was expecting at around that time.

There's also evidence that Mr S was using the previous email address in May 2023. He used that email address to set up a new complaint with Cashplus at that time. So, I'm satisfied he still had access to his previous email address. I understand he updated his email address via online banking on 7 November 2023.

Based on the available information, I can't fairly find Cashplus made an error in not updating his email address in 2022. I'm also not persuaded it erred in continuing to write to Mr S at the email address he provided when he opened his account.

I'll turn now to the second part of Mr S' complaint which relates to how Cashplus dealt with his DSAR request.

Mr S has suggested he contacted Cashplus initially on 15 April 2024 to request that it raise a DSAR on his behalf but Cashplus disputes this. It's stated that the first DSAR request it received from Mr S was during his telephone call on 18 April 2024. And it's also explained that, during that call, Mr S confirmed that he's asked the DSAR to be raised on 18 April 2024. Having considered the contact notes Cashplus has provided I'm satisfied that what it says here about the date the DSAR was requested is more persuasive.

During Mr S' telephone call with Cashplus on 18 April 2024, it said the call should have been transferred to its back office team who would've confirmed the DSAR request and the deadline. However, Cashplus accepts that this process wasn't followed because the call disconnected while Mr S was on hold and awaiting transfer to the back office team.

Cashplus has apologised for the call disconnecting. It's also accepted it should have attempted to call Mr S back to complete the DSAR request process and apologised for that too. I acknowledge that Mr S had to make contact again that day, by email, to confirm his DSAR request, which would've been inconvenient for him.

I can see that, once the email was received, Cashplus' back office team correctly progressed the DSAR. The team asked Mr S to contact it to verify his identity via verbal verification or to provide documentation as proof of identity and address in line with its DSAR process. I can see this process is necessary before sensitive and confidential information relating to an account can be shared. And I'm satisfied that the DSAR was processed the same day the request was received. So, there was no delay as a result of the telephone call disconnecting.

Mr S contacted Cashplus on 2 May 2024 to provide the information it had requested to progress the DSAR. And I've seen evidence that persuades me the DSAR information was provided to Mr S on 14 May 2024, within the 30-day timeframe of when the request was initially raised. So, Cashplus responded in a timely and reasonable manner and ultimately complied with the deadline within which it must provide information.

As I mentioned in the background to this complaint, Cashplus paid Mr S £25 to recognise the trouble and upset he'd have experienced as a result of the call disconnecting on 18 April 2024. Because that's something that was offered after Mr S brought his complaint to our service I'm upholding this part of his complaint.

I've carefully thought about whether the compensation paid is reasonable and, having considered the timeline of events and Cashplus' handling of the DSAR request, I'm satisfied that £25 compensation is fair. It's in line with awards made by this service in comparable circumstances. So, I won't be asking Cashplus to pay anything further.

The final part of Mr S' complaint is about Cashplus declining to raise a complaint on his behalf during his telephone call on 18 April 2024.

I'm aware that there have been previous complaints made by Mr S with Cashplus. And I've seen evidence that previous DSAR requests have been made by Mr S over the years. I think that's significant as it's possible this caused confusion and led to Cashplus thinking that Mr S was attempting to complain about a matter that had already been determined.

Had Mr S been attempting to revisit a previously determined complaint, Cashplus would have been correct in declining to raise that complaint for him. But here I can see the complaint was about something new. So, I think Cashplus ought to have recorded Mr S' concerns as a new complaint. In not doing so Mr S had to approach our service for assistance.

We don't have the power to look at how financial businesses deal with complaint handling – as it's not a regulated activity under the legislation that governs our service. So, while I think Cashplus could have recognised Mr S' concerns as a complaint when he asked it to, I'm unable to uphold that element of his concerns or make an award. I can't act outside the law. So, I'm not going to comment further on this.

Putting things right

Cashplus has already paid Mr S £25 to recognise the trouble and upset he'd have experienced as a result of the call disconnecting on 18 April 2024. I'm satisfied that this fairly recognises the impact of what happened. So, I'm not directing Cashplus to take any further action. It's already put matters right for the reasons previously outlined.

My final decision

My final decision is that I uphold this complaint in part. Zempler Bank Limited T/A Cashplus has already paid Mr S £25 compensation for how it dealt with his DSAR request. So, I'm not directing it to do anything further.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 28 October 2024.

Julie Mitchell
Ombudsman