

The complaint

Mr R brings this complaint on behalf of J, a limited company. His complaint is that Starling Bank Limited ("Starling") has provided insufficient customer service.

What happened

The background to this complaint, and my initial conclusions, were set out in my provisional decision dated 25 June 2025 – a copy of which is attached and forms part of this decision. As it's set out below, I won't repeat the same detail here. Instead, I'll focus on what's happened since the provisional decision.

I said the following issues formed part of this complaint and would be considered:

- Mr R believes Starling has not adequately responded to J's SAR
- Mr R is unhappy with the email sent to him by a Starling employee on 13 May 2024 which contains internal discussion about another account
- Mr R is unhappy with the device authentication process J has been asked to follow
- Mr R is unhappy with what he sees as a lack of transparency around charges and fees applicable to J's account
- Mr R believes Starling has not updated J's contact information promptly

Overall, I said that the £300 Starling had already offered in this case was sufficient. Starling accepted my provisional decision. Mr R didn't and raised some further points in response. In summary he said:

- The Financial Ombudsman Service should decide in what ways Starling had breached data protection laws
- That Mr R's personal data was held by Starling and this should be taken into account
- That I hadn't correctly considered the impact of Starling's approximately three week delay in providing all the information it needed to provide
- That the Service needed to ensure Starling had reported to the Information Commissioner's Office ("ICO") that it had committed a data breach in sending J an email that related to another account or provide evidence to J that this had already been done
- That I had failed to consider Starling had caused J harm in implementing security measures that had caused J to be locked out of its account
- That I needed to direct Starling to change the way it displays information about its charges and fees
- That I had misunderstood the Financial Ombudsman Service's guidelines for compensation and should award J £750 plus 8% interest on this amount from the date of Starling's final response
- I need to provide further explanation as to why several of J's complaint points have been considered under one case reference with the Service

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 my findings remain broadly the same as those set out in my provisional decision, attached. I haven't responded to all of the points Mr R raised in response to the provisional decision. Where I haven't responded to something, it's because whilst Mr R may not agree, I'm satisfied my provisional decision has provided sufficient explanation and I have nothing further to add.

J's complaint about how Starling has handled its data

Mr R has said I'm required to take into account relevant laws when deciding what's fair and reasonable in each case. I want to assure him I've done that. But this doesn't mean my role is to enforce or ensure compliance with the law. So it isn't my role to confirm or check how Starling has complied with any data protection laws Mr R feels apply to J. As I've mentioned, he may wish to contact the ICO about any breach he feels has occurred.

Mr R has argued that some of the data held by Starling would be considered his 'personal data' under the relevant laws. But this complaint isn't Mr R's personal complaint. He isn't a customer of Starling and so he's not an eligible complainant. Any impact relating to the handling of Mr R's personal data would be an impact to Mr R personally, not to J, so it's not something I would consider here.

Mr R has said as a result of Starling providing the response to J's data requests in more than one submission across a few weeks, J had to carry out a duplication of work. He said J had to duplicate submissions made to the Financial Ombudsman Service and the Financial Conduct Authority ("FCA") to include additional information seemingly in relation to the ongoing complaints J was making.

Limited companies like J will have to deal with inconvenience, including complaints, from time to time. And as a business, I think it's reasonable to expect it would take steps to deal with this sort of administration and mitigate the impact of this as far as possible.

I haven't seen evidence to support the redrafted submissions Mr R has mentioned were necessary for the continued operation of J's day to day business. I also haven't seen evidence that J was required by any of the organisations Mr R has named to redraft complaints to include the information it received from Starling later. And whilst I accept J may have chosen to do this in line with its preferences, I don't think Starling can reasonably be held responsible for the cost of any redrafts or duplications J decided to carry out.

Mr R has suggested our service should contact the ICO about what it believes to be a data breach in relation to the email Starling sent on 13 May 2024. This isn't the role of our service as I've explained. J is free to contact the ICO about this issue should it wish to.

J is unhappy with Starling's device authentication processes as this has restricted access to its account

J has previously been given an answer by our service regarding Starling's decision to restrict its account prior to its final response sent on 8 April 2024 and I won't be commenting on this answer any further.

In its final response of 3 July 2024 Starling responded to a general complaint from J about its authentication process and in my provisional decision, I explained that the Financial Ombudsman Service won't look to interfere with commercial decisions Starling makes about how it can best fulfil its obligations relating to security. I also explained J hadn't provided much detail, or evidenced any detriment, relating to this point.

The provisional decision has allowed J the opportunity to provide further details about this complaint point or demonstrate any impact relating to it. In his response, Mr R has directed me to the extensive correspondence between him and Starling where he raised numerous concerns following the restrictions Starling placed on J's account in early 2024. Many of the issues raised and discussed appear to me to form part of the complaints already answered by the Financial Ombudsman Service. So as I've said, I won't be commenting on them again.

As an impartial service, it isn't our role to identify or articulate a specific complaint on J's behalf. Because J hasn't been more specific about this complaint point, I have no further comment beyond the answer given in my provisional decision.

J is unhappy that it had to request additional information in relation to Starling's fees

Mr R believes that Starling should display certain information differently and that its failure to do is a breach of regulation. The Financial Ombudsman Service is not a regulator. Its role is not to police businesses or check or enforce compliance with its obligations. If Mr R believes Starling has breached regulation, he may wish to contact the FCA about this.

In my provisional decision I said I didn't think J had provided much detail around this complaint point or what Mr R believed the impact had been. In his response, Mr R said J had to request information from Starling. He hasn't provided much detail about exactly what information was requested, any detail around why this was required for J's business operations or details of any impact due to not having this information immediately available.

But ultimately, Mr R has confirmed J was able to get the information he says it needed. So it appears there was no impact beyond J having to ask for something that wasn't readily available to it. And I do understand it would've been easier for J to not have to ask for information. But again, I think it's reasonable to expect that J, as a limited company, will have to carry out administrative work as part of its day to day operations from time to time. This may include seeking clarification or requesting additional information that might be more specific to its business operations.

I haven't seen anything to support that J had to go to unreasonable lengths to obtain the information here. Overall, I think the £300 already offered is sufficient in taking this, and all the other complaint points that have been considered under this case into account.

My final decision

If it hasn't already, Starling Bank Limited should pay J the £300 previously offered. If this amount has already been paid to J, no further action is required.

Under the rules of the Financial Ombudsman Service, I'm required to ask J to accept or reject my decision before 12 August 2025.

Faye Brownhill
Ombudsman

Copy of provisional decision of 25 June 2025

The complaint

Mr R brings this complaint on behalf of J, a limited company. His complaint is that Starling Bank Limited ("Starling") has provided insufficient customer service.

What happened

Mr R has made a number of complaints to Starling that stem from requests for information Starling sent to J in early 2024. These issues have been dealt with under other cases with the Financial Ombudsman Service.

Mr R has also complained about the way Starling has handled J's complaints about the above. Our service has given an answer on this complaint and said complaints about complaint handling are not within our jurisdiction to consider.

In April 2024, whilst corresponding with Starling about J's complaints, Mr R made a Subject Access Request ("SAR") under the Data Protection Act. Starling responded to this request but Mr R wasn't satisfied Starling's response included all of the information he felt he was entitled to receive. Starling responded to Mr R twice more in April and May 2024 with further information it said it had intended to provide in its first response.

Mr R wasn't satisfied he'd received everything he or J was entitled to see and complained that Starling haven't adequately responded to his SAR.

In May 2024 Starling sent Mr R an email in error that contained an internal exchange about another customer's account. Mr R was concerned this related to J's account and requested confirmation this was not the case. Starling confirmed it didn't relate to J's account on the same day. Mr R was unhappy with this. Mr R also raised a number of complaints about the administration of J's account which I've said more about below.

Starling issued its final response to these complaints on 3 July 2024. Broadly, it didn't uphold most of the points raised by Mr R, many of which were a continuation of previous complaints or about the way previous complaints had been handled. However, it did feel there were some customer service failings and offered £300 to acknowledge the inconvenience caused overall. Our investigator considered the complaint and felt the £300 offered was fair and reasonable in this case.

What I've provisionally 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.

Mr R, on behalf of J, has raised many complaints with Starling around the customer service provided. Many of these complaint points have been raised repeatedly and Starling has issued several responses to Mr R's complaints. The Financial Ombudsman Service has also dealt with other complaints Mr R has brought, on behalf of J, which relate to some of the issues he has raised.

I won't be commenting on or responding further to any complaint points I'm satisfied we've previously answered at the service. And whilst I have carefully considered everything Mr R has said, I may not respond to J's complaint in the level of detail Mr R would like or respond to all of the individual complaint points he has raised. This is not intended to be a discourtesy to Mr R, but is a reflection of our informal nature as a service.

I'm also aware Mr R believes we should consider his complaint points separately within the service. I'd like to assure Mr R that considering numerous complaint points under one case isn't unusual for the service and does not mean that each individual point has not been thoroughly considered or given adequate attention. But ultimately, it is part of my role to decide whether complaint points can be fairly considered under one case reference. I'm satisfied the points below can be fairly considered together in this case.

Under this complaint I'll be addressing the following points as I'm satisfied they haven't already been answered by the service and fall within our jurisdiction:

- *Mr R believes Starling has not adequately responded to J's SAR*
- *Mr R is unhappy with the email sent to him by a Starling employee on 13 May 2024 which contains internal discussion about another account*
- *Mr R is unhappy with the device authentication process J has been asked to follow*
- *Mr R is unhappy with what he sees as a lack of transparency around charges and fees applicable to J's account*
- *Mr R believes Starling has not updated J's contact information promptly*

Mr R believes Starling didn't provide all the information requested under a SAR

Whilst Mr R is an individual bringing a complaint on behalf of J, a limited company, J is the customer of Starling, and is the eligible complainant in this case. So I'm considering J's complaint, not Mr R's.

Because J is Starling's customer, much of the information Starling holds will be in relation to J rather than Mr R personally. And as Mr R is not the complainant here, I won't be commenting on or considering anything related to information he feels he personally should've received under any requests made to Starling.

Mr R's main concern appears to be that he believes Starling hasn't sent J everything it should've. If Mr R believes Starling didn't provide information it was entitled to receive under data protection laws, he may wish to contact the Information Commissioner's Office which may be able to look into this further.

Our service doesn't enforce data protection laws. And it's not for us to check a business' compliance with them. We can, in certain circumstances, consider what the impact has been where a business has treated someone unfairly taking into account relevant data protection

laws. But because the complainant in this case is J, which is not a person, personal data protection laws, such as the right to make a SAR, are unlikely to apply.

Nevertheless, it appears Starling was happy to provide J with all the information it held whether this was covered by individual data protection laws or not. And, it appears it provided the majority of the information to J within a few days of its request. Around three weeks later it confirmed it had carried out a wider search and provided some additional case notes and call recordings.

I haven't seen any information or evidence to support that J's operations were impacted by Starling having provided some information – which appears to have been call recordings and case notes - a few weeks after its initial response. So I'm not persuaded there has been any significant impact to J in relation to this point, even if it is the case that Starling hasn't complied with relevant data protection laws.

But in any event, Starling has awarded J £300 for customer service issues overall. So I think it's already compensated J sufficiently for the impact of any potential delay. As I've said, if Mr R still believes Starling hasn't provided information J is entitled to see, he may wish to raise this with the Information Commissioner's Office.

Email from Starling

On 13 May 2024 Mr R received a message from Starling that was sent in error which contained internal discussion about another customer's account. Around thirty minutes later Starling sent a further message to Mr R confirming the previous message had been sent in error and did not relate to J's account.

Shortly after this, on the same day, Mr R asked Starling to confirm again the message did not relate to J's account and continued his discussion of other complaints raised. Starling addressed this concern again in its final response of 3 July 2024.

I can't compensate J for any personal distress Mr R might've felt upon receiving this message incorrectly. As I've explained, J is the eligible complainant in this case. I'm satisfied Starling rectified the situation promptly by confirming it didn't relate to J's account. It's not clear what inconvenience has been caused to J with this error, but in any event, I'm satisfied the £300 Starling has awarded overall for customer service errors sufficiently takes any inconvenience into account.

If Mr R feels any breach of data protection laws has occurred, he should contact the Information Commissioner's Office. But it doesn't appear J's data or information has been shared incorrectly here – it's received information relating to another account.

Mr R is unhappy with Starling's device authentication processes and how it provides information relating to fees

Starling is a commercial bank and is entitled to make its own decisions about how it can best meet its obligations to its customers. This will include how it keeps accounts secure and how it communicates and shares information.

Mr R hasn't been specific about how its device authentication process has disadvantaged J and I haven't seen anything to support that Starling's security processes have obstructed J's

use of its account to an unreasonable level. Whilst I understand it can feel inconvenient when security processes have to be followed, this doesn't mean that Starling is acting unfairly or unreasonably in having certain measures in place.

With regards to fees, Starling has explained information relating to the fees and charges that apply to J's account can be found on its website. Mr R hasn't raised any specific complaint point or demonstrated any detrimental impact in relation to how it shares this information. J should communicate with Starling directly if it has any specific questions or concerns about the fees and charges applicable.

Our service is not a regulator. My role is to focus on specific complaints, and any detriment that has been caused by any errors that have occurred. I don't think Mr R has explained an error relating to these points, or described or evidenced any impact if there had been one.

Failure to update contact information

Mr R hasn't been specific about where the business has failed to update J's contact details or the impact this has had on J. But Starling has acknowledged that it ought to have been responding to Mr R's contact via email as he'd requested rather than in the chat function it often used. I think the £300 offered fairly takes this into account.

For the various customer service issues experienced Starling has awarded J £300. Taking into account all the issues I've considered as part of this complaint, I think this is reasonable.

My provisional decision

I'm satisfied the £300 already offered is sufficient in this case. I intend to direct Starling Bank Limited to pay this to J if it hasn't already done so.

Faye Brownhill
Ombudsman