

The complaint

Miss M complains The Royal Bank of Scotland Plc didn't deal with her subject access request properly – causing her distress and inconvenience – and mishandled her complaint.

What happened

Miss M had a packaged bank account with RBS.

In February 2025, Miss M complained to RBS saying that her packaged bank account had been mis-sold to her and that she should be refunded the fees she'd paid for it. In addition, she complained about unfair overdraft charges. Miss M says RBS refused to refund her fees and charges. Finally, she also made a subject access request. Miss M says RBS failed to respond in time and so she complained about this.

RBS says it looked into Miss M's complaint about dealing with her subject access request. Having done so, it offered £250 in compensation. Miss M says RBS admitted breaching GDPR in its response to her complaint. RBS looked into her other complaints too.

Miss M wasn't happy with RBS's response to her packaged bank account complaint, her overdraft complaint and her subject access request complaint. So, she complained to us.

We agreed to look into Miss M's concerns as three separate complaints – a complaint about her packaged bank account being mis-sold, a complaint about overdraft charges and a complaint about her subject access request. This decision relates to Miss M's complaint about her subject access request and only that complaint.

One of our investigators looked into Miss M's complaint about her subject access request. Having done so, they didn't recommend that it be upheld as they thought the compensation RBS had already offered and paid was fair and reasonable given the steps RBS had taken after logging the subject access request.

Miss M was unhappy with our investigator's recommendations, saying that the £250 RBS had offered was for the initial delay and that RBS's attempts to "reset" the deadline had only compounded their non-compliance. She said that £250 didn't reflect the seriousness of RBS's failings or the effort and persistence required to obtain even a partial response. She, therefore, asked for her complaint to be referred to an ombudsman for a decision. Her complaint was, as a result, passed to me.

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.

Miss M is right that RBS failed to log the subject access request she made on 15 February 2025 in a timely manner – RBS accepted that this was a failing on its part when it sent her a final response on 31 March 2025. In that final response, I'm satisfied that RBS offered her £250 in compensation and said that it had recorded her subject access request and backdated it. I'm satisfied that RBS has paid that £250 but that Miss M accepted it on a without prejudice basis.

In her response to our investigator's view, Miss M said that the £250 that RBS had offered and paid doesn't reflect the seriousness of RBS's failings or the effort and persistence required to obtain even a partial response. And she also said that RBS's attempts to "reset" the deadline had only compounded their non-compliance. That's a reference to the attempts RBS made to speak to Miss M about her subject access request. I can see that Miss M feels she didn't need to speak to RBS about her subject access request since she'd already made the request, but as our investigator has already explained the Information Commissioner's Office has issued guidance on handling subject access requests and that guidance does allow businesses to stop dealing with a request whilst they're waiting for the information they've asked for. I'm satisfied that RBS was trying to speak to Miss M about her subject access request in line with this guidance. Because of that, I'm also satisfied that RBS hasn't made additional errors on top of the original error it's already accepted.

Given everything I've just said, I'm satisfied that all I need to consider the impact of that original error on Miss M when deciding what additional compensation, if any, needs to be paid. Having done so, I agree with our investigator that the £250 RBS has offered and paid is fair and reasonable. That means I also agree that this isn't a complaint I can uphold.

My final decision

My final decision is that I'm not upholding this complaint as the compensation The Royal Bank of Scotland Plc has paid in relation to Miss M's complaint about her subject access request - £250 – is fair and reasonable.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss M to accept or reject my decision before 15 August 2025.

Nicolas Atkinson
Ombudsman