

The complaint

The complaint arises from a banking relationship Mr P used to hold with HSBC UK Bank Plc. It's one of two complaints he's asked us to look at. The first complaint, which was referred to us in September 2024, is about problems with an overdraft in 2022. The second complaint, the one I'm dealing with here, came to us in July 2025, is about how HSBC handled a series of data subject access requests (DSARs) Mr P made to HSBC during 2024.

What happened

The broad circumstances of this complaint are known to the parties. I'm also aware that the investigator issued a response to the complaint, a copy of which has been sent to both parties, and so I don't need to repeat all the details here. Our decisions are published, and it's important that I don't include any information that might result in Mr P being identified.

Instead I'll give a summary of the key events as I see them and then focus on giving the reasons for my decision. If I don't mention something, it won't be because I've ignored it. It'll be because I didn't think it was material to the outcome of the complaint.

In June 2024, HSBC responded to a request for statements for an account number ending 792. It sent statements to the UK address it held on file for Mr P.

In November 2024, HSBC responded to another request for statements for account number ending 792. It sent the information within nine days of the request.

Still in November 2024, HSBC received a request for statement relating to all of Mr P's accounts. HSBC didn't action this request; it mistakenly thought Mr P hadn't provided the necessary proof of identity.

HSBC eventually provided the information in March 2025, after Mr P had contacted the Information Commissioner's Office (ICO). The ICO found that HSBC had infringed its data protection obligations but explained it could not make an award for loss.

In May 2025, HSBC issued a final response accepting responsibility for the error in how it handled the second request for information in November 2024; it offered Mr P £100 compensation for his time and trouble. In the same final response, HSBC declined to comment on Mr P's issues with his overdraft, because they had already been referred to this service.

The Investigator to whom this case was allocated explained to Mr P that she was looking solely at the DSARs, and not the overdraft. On completing her investigation, she concluded that HSBC's offer of £100 was fair. Mr P has asked for the case to be reviewed by an ombudsman.

What I've decided – and why

I'll start with some general observations. We're not the regulator of financial businesses, and we don't "police" their internal processes or how they operate generally. That's the job

of the Financial Conduct Authority (FCA). We deal with individual disputes between businesses and their customers.

In doing that, we don't replicate the work of the courts. Whilst statutory, our scheme is intended to provide swift outcomes to disputes between business and the customers, with a minimum of formality. We're impartial, and we don't take either side's instructions on how we investigate a complaint. We conduct our investigations and reach our conclusions without interference from anyone else. But in doing so, we have to work within the rules of the ombudsman service.

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

Like the Investigator, I've confined myself to addressing the complaint about the DSARs. Our consideration of the case about the overdraft is entirely separate, and ongoing. Where I reference the other case, it is for context only.

This isn't a complaint where I have to decide fault. The ICO has already done that, and HSBC has agreed and offered Mr P compensation. All that leaves me to do is decide whether that offer is fair, or if HSBC needs to do more.

Assessing fair compensation for people's time, trouble and upset is not an exact science; everyone perceives things, and reacts to them, differently. One person's minor annoyance is another significant and stress-inducing inconvenience. It's all about the individual, and their personal circumstances. That's why the guide we publish on the subject incorporates ranges rather than tariffs. Taking everything into consideration here, I think that the £100 currently proposed is broadly fair and proportionate.

I get the impression, from reading everything Mr P has sent us, that his greater concern is his other complaint, about the overdraft. It's always possible of course that he sees the DSARs, and the material they produced, as being central to that complaint. If that is the case, then it may help if I explain that if, during the course of our investigation into that complaint, we conclude that we need more information (from either party) then we will ask for it. But it will be our judgment to make.

I make one last observation; it's not obvious from the case file whether Mr P has already received the £100 HSBC offered him. I've allowed for that uncertainty in my final decision.

My final decision

In my view, this complaint has already been dealt with fairly and reasonably by way of HSBC's offer of £100. Therefore, my final decision is that I don't uphold it. If the payment hasn't yet been made, and Mr P would like to accept it, he should contact HSBC directly to make the necessary arrangements. If payment has been made already, there's nothing further that either party needs to do.

My final decision concludes this service's consideration of this complaint, which means I'll not be engaging in any further consideration or discussion of the merits of it.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr P to accept or reject my decision before 2 January 2026.

Jeff Parrington

Ombudsman