

## **The complaint**

Mrs E complains that Clydesdale Bank Plc trading as Virgin Money ("Virgin") didn't return an important original document to her and have subsequently mislaid it.

## **What happened**

In or around early 2020, Virgin asked Mrs E to provide them with various documents in relation to her account held with them. Mrs E sent the documents to Virgin at the beginning of February 2020. They consisted of some certified and some original documents, including her original contract of employment. When submitting them, Mrs E asked for the original documents to be returned to her.

Mrs E later received some of the original documents back from Virgin but didn't receive her employment contract. So, Mrs E contacted Virgin around the end of February 2020 to request the original contract be returned to her. Virgin told her they would contact the appropriate department to arrange this. But Mrs E didn't receive the contract or a response from Virgin.

Mrs E says she contacted Virgin again in or around September/October 2021 to chase return of the employment contract. She then raised a complaint with Virgin in November 2021, as she still hadn't received the original employment contract from Virgin. She said she needed the original document so that she could provide it to another organisation. But Virgin didn't respond to her complaint within eight weeks, so she decided to refer matters to this service at the beginning of January 2022.

Our investigator contacted Virgin to establish what had happened. Virgin responded acknowledging they hadn't completed their investigation within eight weeks. They also confirmed their records showed the documents returned to Mrs E hadn't included the employment contract as she'd requested. They agreed to uphold Mrs E's complaint and offered compensation of £100 for any distress and inconvenience caused. They also offered to cover the cost of any additional out of pocket expenses incurred in obtaining a replacement contract of employment.

Our investigator's view thought Virgin's resolution offer was fair in all the circumstances. But Mrs E didn't agree. She said Virgin had broken her trust and breached their contract. She said they'd given her false hope of returning her contract when they knew it was lost. She also said she wasn't in a position to obtain a new contract from her employer. Mrs E wants Virgin to pay compensation of £3,000.

As an agreement couldn't be reached, Mrs E's complaint has been passed to me to consider.

## **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.

Virgin have confirmed they didn't return Mrs E's employment contract to her as requested. They've said they can't locate the document and it's likely to have been confidentially destroyed. Given Virgin agree they made a mistake here, I will not comment further on this

aspect. My decision is therefore based upon what I believe is a fair and reasonable outcome, given all the circumstances.

Mrs E has suggested that Virgin gave her false hope that her contract would be returned to her. She said she was *“not accepting this compensation offer after almost two years of losing my contract...it should have been dealt with fairly and immediately...I have wasted five months chasing them...being distressed and inconvenient”*.

Virgin's file notes show that Mrs E originally chased them for return of the contract on 28 February 2020. But there's no further contact record until early November 2021, when she raised her complaint. I can't find any evidence or notes that suggest Virgin had confirmed to Mrs E they'd found the original of her contract of employment. Only, that they would investigate matters and return to her. So, while I appreciate Mrs E would've hoped it could be found and returned, I can't fairly say that Virgin had mislead her following her complaint to them.

Virgin have admitted they weren't able to complete their investigations within an eight-week period. But once our investigator contacted them, Virgin accepted their mistake, apologised and offered redress to Mrs E. This appears to be around ten weeks after Mrs E raised her complaint with them.

Mrs E wants Virgin to pay her compensation of £3,000. Compensation is a personal thing. What is seen as reasonable by one party may not be considered so by another. Mrs E did experience some inconvenience. But I think the amount offered by Virgin feels fair in all the circumstances here. I appreciate that Mrs E doesn't agree. But it isn't the role of this service to make awards in order to penalise Virgin for their mistakes here. Any award is considered based upon the impact Virgin's mistake had upon Mrs E. And I think Virgin's offer does that here.

Mrs E has said she's unable to get another copy of her contract. She hasn't said why and I'm not aware of any reason why an employer might refuse to issue a replacement document. I don't believe it would be an unreasonable request. Virgin have agreed to cover any out of pocket expenses incurred in obtaining another employment contract document. They've also provided an electronic copy of the contract which has been sent to Mrs E. So, while I appreciate Mrs E will be disappointed, I think Virgin's offer feels fair here.

As Virgin's offer of redress was made after referral of Mrs E's complaint to this service, I shall be upholding her complaint. But I won't be asking Virgin to increase what they've already offered.

### **My final decision**

For the reasons set out above, I uphold Mrs E's complaint.

I require Clydesdale Bank Plc trading as Virgin Money to:

- Pay compensation to Mrs E of £100; and
- Cover any reasonable evidenced expenses incurred by Mrs E in obtaining a replacement original contract of employment from her employer.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs E to accept or reject my decision before 29 September 2022.

Dave Morgan  
**Ombudsman**