

The complaint

Mr M complains about the service provided to him by Clydesdale Bank Plc trading as Virgin Money (Virgin).

What happened

On 2 April 2021 Mr M had issues logging into his account both online and through his banking app. He said it took him several hours to be able to do so and was very inconvenient. He said he tried to call Virgin to discuss this, but the wait times were too long, and he was unable to get through to anyone.

On 26 June 2021 Mr M said Virgin declined a transaction he'd tried to make using his debit card, he said he was embarrassed by this. He also said that Virgin never contacted him to discuss the transaction as it should have done.

On two separate dates, one in May 2021 and the other in September 2021, Mr M said the balance on his account was displayed incorrectly in the mobile app.

Mr M complained to Virgin about all of the above points they responded to his complaint points, in summary they awarded him £50 for any distress caused, and explained:

- They had experienced some technical issues over the bank holiday weekend and accepted that Mr M may have faced difficulties being able to log in to his accounts, but they could see he did manage to get access and make transactions.
- The payment on 26 June was automatically stopped by its fraud detection system so it could be verified with Mr M to make sure it was a legitimate transaction. But due to an error they had failed to contact him to make the verification. So, they hadn't followed the process as they should have done.
- Although they were unable to see the balance had been showing incorrectly, they accepted Mr M's testimony. They apologised for this but were unable to give an explanation of what had happened to cause the error.

Mr M remained unhappy with their response and so brought his complaint to this service. Our investigator didn't feel the complaint should be upheld. He recognised there had been some inconvenience to Mr M but thought the £50 Virgin had paid to him was fair in the circumstances and didn't think they needed to do more. Mr M disagreed and so the matter was passed to an Ombudsman to decide.

The ombudsman attempted to mediate between Mr M and Virgin. She initially thought the issue about accessing the online banking had already been considered under a different complaint reference and so we wouldn't be able to consider it. She acknowledged that Virgin had already paid Mr M £50 for that particular issue and asked them if they wanted to increase their offer to compensate for the other issues too. Virgin increased their offer by £50 to bring the total to £100. Mr M accepted the offer but queried why he hadn't been told earlier that we couldn't look at the problems with accessing his accounts online.

The Ombudsman looked into this and realised that she had been mistaken when she said it had already been considered separately to this complaint. She apologised for this and gave her informal opinion to Mr M that she thought the £100 Virgin had now agreed to pay was fair. Mr M wasn't happy, and the matter has now been passed to me to decide.

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 realise that I've summarised this complaint in less detail than the parties and I've done so using my own words. I've concentrated on what I consider to be the key issues. The rules that govern this service allow me to do so. But this doesn't mean that I've not considered everything that both parties have given to me.

Having done so I won't be asking Virgin to increase its offer of compensation, I'll explain why. I'll keep my comments to what I think is relevant. If I don't comment on a specific point, it's not because I haven't considered it but because I don't think I need to comment on it in order to reach the right outcome.

Access online and through the app

Mr M has told us that he had issues gaining access to his account on 2 April 2021. Virgin have provided evidence showing that Mr M was able to access his accounts on the day and complete transactions. This was a time when Virgin have confirmed there were known technical issues at the time, so I don't doubt that Mr M experienced difficulties getting access, and this would have been frustrating. I also accept that this may have taken more time than it ordinarily would have, and this would have caused Mr M some inconvenience.

Declined transaction

Virgin have accepted they didn't follow their process here and that through human error Mr M wasn't contacted to verify the declined payment as he should have been. They have apologised for this.

Mr M says the declining of the transaction caused him embarrassment. I accept any payment being stopped can do this, but fraud detection methods are there for the protection of customers and to stop payments that aren't genuine from being paid. So, I think as the transaction was identified as potentially being fraudulent, it was ok for Virgin to stop the payment. Virgin has accepted they should have called Mr M regarding the payment but even if they had I don't think this would have prevented his embarrassment as the payment had already been stopped prior to the point the phone call would have been made.

Displaying the incorrect balance

Virgin haven't been able to see the errors Mr M claims were showing on his balance on the two dates in May and September 2021. As such they haven't been able to give any reasons for them, but they have accepted Mr M's word that this occurred. The errors appear to have rectified themselves relatively quickly and Mr M wasn't denied the use of any funds that were his, on those dates. From what Mr M has told us, he was aware of what the balance should have been on those occasions. So, while I accept it may have been annoying for his balance to have been displayed incorrectly, for the short period of time he says it was. I can't see that there was any detriment caused to him as a result of the incorrect balance showing.

Virgin has agreed to pay Mr M £100 for the overall inconvenience caused to him. Having thought about the impact caused to Mr M by the points above, I think this is fair and in line with what I'd expect in these circumstances. And so I won't be asking virgin to do anything more here.

Putting things right

If they haven't already done so, Virgin should now pay Mr M a total £100 for the inconvenience caused to him, deducting anything they have already paid to him under this complaint reference.

The £100 is made up of £50 they offered to him originally and the £50 the offered prior to the case being passed to me.

My final decision

For the reasons set out above, my final decision is that I uphold Mr M's complaint about Clydesdale Bank Plc trading as Virgin Money and now require it to put things right as described above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 15 December 2022.

Amber Mortimer
Ombudsman