

The complaint

Mr B complains that Clydesdale Bank Plc trading as Virgin Money (Virgin) have removed his online access to his credit card, to app only, and the app wasn't compatible with his mobile phone. He also complains that Virgin hasn't made reasonable adjustments for his autism and is in breach of the Equality Act 2010.

What happened

Mr B holds a credit card and two savings accounts with Virgin. In January 2021, Virgin removed the online access to credit cards, and moved access to a credit card banking app only. Mr B has autism and due to the nature of this disability he cannot use the telephone independently and requires support workers to aid him. He says his nearest branch is 200 miles away and he says he relied on accessing his accounts independently online.

Due to Mr B's disability, he required the assistance of his support worker to try and download the new credit card banking app on his phone. Mr B says he found this very stressful as he becomes confused and due to his autism becomes fixated on a task. After trying for two hours to download the credit card banking app with his support worker, Mr B was still unsuccessful.

He called Virgin for help but was told that it was likely his phone was too old to support the app which is why he was having difficulties downloading it. Mr B didn't have the means to buy a new phone and felt Virgin were discriminating against him due to his disability and so raised a complaint with Virgin.

In Mr B's complaint to Virgin, he explained that he had an iPhone6. Virgin confirmed that Mr B's iPhone6 was compatible and that he should be able to download the credit card banking app. Virgin also told Mr B about some of the alternative means in which he can check and monitor his credit card. They said he could use telephone banking; he could use the automatic voice recognition function on telephone banking or complete an online form to Virgin, who'd respond to his query within 48 hours.

In recognition of the stress and inconvenience caused, and any associated costs, Virgin offered Mr B £100. Unhappy with Virgin's response and their alternative suggestions Mr B contacted our service to further his complaint.

One of our investigators considered Mr B's complaint and explained that they found that Virgin had addressed Mr B's concerns with the credit card banking app appropriately. They said that if Mr B continued having difficulties accessing his account, to either contact Virgin for further assistance (as Virgin suggested in their final response letter) or he could make use of the reasonable alternative options Virgin have provided. Considering what Mr B had told us about his disability, the investigator felt the alternatives suggested seemed viable methods for Mr B as an alternative and reasonable adjustment.

Mr B rejected the investigator's findings and asked for a final decision. He said the alternative methods available aren't ones he can use independently, and he'd need to pay a

support worker to help him, and this places him at a disadvantage to those who don't have a disability. So, the complaint has been passed to me and I issued a provisional decision.

What I said in my provisional decision dated 19 January 2023

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

I've looked at Mr B's account history to see how he uses and operates his credit card account. From what I've seen it appears Mr B used the card to make a balance transfer and take advantage of a 0% interest rate. Mr B paid his monthly bill by direct debit and didn't add any additional spending to the card.

Mr B's support worker has explained the difficulties Mr B had when Virgin switched the way in which they allow him to access his credit card account. His support worker has said that:

- *Mr B needs instant access to his account and to be able to access his account daily to monitor his account activity given that he's concerned about fraud.*
- *He cannot use the IVR system due to the assisted software he has on his phone.*
- *Mr B's nearest branch is over 200 miles away.*
- *He needs support to make a telephone call.*

So, the options Virgin has offered don't work. I haven't seen any evidence about how frequently Mr B used to log into his account before Virgin made changes, evidence about how Virgin's IVR system works and whether Mr B use of software would prevent him from checking his balance or evidence about his nearest branch.

In response to my provisional decision, I'm going to ask Virgin to comment on what Mr B's support worker has said about the difficulties its switch has caused Mr B with evidence to back up what it says.

Virgin's credit card online banking

Virgin used online banking for access to all its services. Mr B was managing his own finances and accounts with Virgin adequately. Mr B says he was able to obtain instant access to his account using the online banking to check his credit card balance, and that by having instant access to his account relieves his concerns that someone could target his account. As I've just mentioned I'd like Virgin to comment on how frequently Mr B used to log into his account.

Virgin's credit card mobile banking app

Virgin moved customers' access for their online credit card banking to a credit card banking app only in January 2021. Virgin explained their reasons as to why they moved their credit card banking to app only. They say they wanted to give their customers the ability to manage their credit card whenever and wherever they wanted to.

How this has affected Mr B

From what Mr B has said, he wasn't averse to trying the credit card banking app. I can appreciate his frustrations that he wasn't able to download the app onto his mobile phone given that the information on the literature Virgin issued said his phone should be compatible.

When he called Virgin with the assistance of his support worker for help, he was then told that it was likely that his phone was too old if he wasn't able to download the app, and therefore not compatible. But I can't see that at any point during this call that Mr B was asked what phone he had so it could've been confirmed whether his phone was compatible. Had Mr B been asked what phone he had, then I would've expected Virgin to have picked up that something wasn't right when he said he had an iPhone6 but still wasn't able to download the app on his phone.

In Mr B's complaint following the call he had with Virgin about access to his credit card accounts, Virgin were able to confirm in their final response letter that Mr B's iPhone6 was compatible. It wasn't until my involvement with Mr B's case, and contact between our service, Virgin and Mr B's support worker, that it's recently been established that Mr B in fact has an iPhone5. This means Mr B doesn't have the relevant software on his mobile to be able to download the credit card banking app.

It's taken a considerable amount of time to conclude whether Mr B was able to download the credit card banking app. Had Virgin asked more questions about the difficulties Mr B was having getting the app considering he'd told them he had an iPhone6, it would've been found that Mr B in fact had an iPhone5 – which wasn't compatible with the credit card banking app and was why he wasn't able to access the app on his phone.

Considering what Virgin know of Mr B's disability and the difficulties he has with communication and how he gets confused, I would've expected them to have bottomed out whether his phone was compatible with the credit card banking app, and why he was having difficulties with this much sooner. He was given conflicting information and left confused and anxious as to why he couldn't access his account.

For these reasons, I'm intending to uphold Mr B's complaint on this point. I intend to ask Virgin to award Mr B an additional £200 compensation for the time wasted, the misleading information as to whether his phone and software was compatible with the credit card banking app, and the distress and inconvenience and poor service he's received.

Alternatives means of accessing Mr B's account

Now that it's been established that Mr B doesn't have a phone that's compatible with the new app, I've taken Mr B's credit card account activity into consideration when looking at the alternative ways Mr B can monitor his account.

- *Telephone banking*

Mr B's support worker has explained that Mr B isn't able to use the phone without support – therefore this alternative isn't a viable alternative as he'd need to pay his support worker to assist him each time he needed to call Virgin. As I've already mentioned, I'd like Virgin to comment on this in response to this provisional decision.

- *Interactive Voice Response (IVR)*

As a quick way to check the balance of his account, Mr B could use Virgin's IVR. However, Mr B's support worker has explained that Mr B uses voice enabled software when using the phone, which wouldn't work with Virgin's IVR system. As I've already mentioned, I'd like Virgin to comment on this in response to this provisional decision.

- *Electronic and paper statements*

Virgin have confirmed that Mr B's account is now set up for paper statements, however, a statement will only be issued if there is account activity. Mr B says he would access his account daily, and so having to wait for a monthly statement doesn't allow him to maintain his independence and be active in his own life regarding the basic need to do his banking.

- *Online form*

Virgin customers can contact them to ask questions, raise a query, and change details on their account using the online banking form. Mr B's support worker says they've trialled the idea of using the online form, but they encountered difficulties as there's a long delay before getting a response. When Mr B had access to his account online, he was able to obtain instant access. Having instant access to his account relieves Mr B's concerns that someone could target his account.

I've looked at Mr B's account history to see how he uses and operates his credit card account. From what I've seen it appears Mr B used the card to make a balance transfer and take advantage of a 0% interest rate. Mr B paid his monthly bill by direct debit and didn't add any additional spending to the card.

From what I've seen so far and from looking at Mr B's need to access his credit card account and check his balance, I'm satisfied that Virgin have provided reasonable alternatives considering Mr B can't access the credit card banking app. The online banking form would provide Mr B with the information he needed – and while I appreciate the response isn't instant, for what Mr B used his account for, I find this alternative adequate for Mr B's needs.

Disability discrimination

Mr B has complained that Virgin have failed to make reasonable adjustments for him. In other words, have failed their duty to make reasonable adjustments under the Equality Act 2010. I've taken the Equality Act 2010 into account when deciding this complaint – given that it's relevant law – but I've ultimately decided this complaint based on what's fair and reasonable. If Mr B wants a decision that Virgin have breached the Equality Act 2010, then he'd need to go to Court.

So, whilst it's not for me to make a finding as to whether or not a business has breached the Equality Act 2010, I can take into account the Equality Act 2010 in this case, given that I'm satisfied its relevant law here. Having done so, I'm satisfied that Virgin haven't acted unfairly and have offered Mr B viable alternatives considering the way he operates his account. So, I don't find Virgin have acted unfairly or unreasonably here.

Responses to my provisional decision

I invited both parties to send any additional comments or evidence they had before reaching a final decision. Mr B responded agreeing with my provisional findings - and I'd like to thank Mr B for his comments.

Virgin responded disagreeing with my provisional decision. They said:

- That the time taken to establish that Mr B had an incompatible phone wasn't because of their actions.
- That they've already paid Mr B just under £1,000 of goodwill payments following several complaints raised by Mr B, in acknowledgement of the distress and inconvenience he's experienced.

- Explanation as to the alternative contact methods and confirmation that Mr B has used some of these methods previously.

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.

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Virgin have provided an explanation of how all the contact methods and account access processes work. They've also been able to indicate which methods Mr B has used before, including the Interaction Voice Response. So, I'm persuaded that there are ways for Mr B to access his accounts without the need to use the credit card banking app.

When Mr B originally contact Virgin for help with accessing the app, I would've expected them to have gone further to support Mr B considering his vulnerabilities. The call handler would've been aware of this as notes to this affect had been added to Mr B's accounts. So, when Mr B spoke to the call handler, I find that the call handler should have been better equipped in working out whether Mr B had a compatible device to use the credit card banking app. Virgin being the professionals would've been best placed to help Mr B to get to the bottom of whether he has a compatible phone or not. As Virgin didn't help as I would've expected them to, like asking more probing questions, it was wasted Mr B's time and caused a lot of confusion.

And for these reasons, I uphold Mr B's complaint on this point and pay Mr B £200 compensation for the time wasted, the misleading information as to whether his phone and software was compatible with the credit card banking app, and the distress and inconvenience and poor service he's received.

My final decision

For the reasons set out above, I'm upholding Mr B's complaint in part. I require Clydesdale Bank Plc trading as Virgin Money to award Mr B an additional £200 in compensation for the distress and inconvenience he's been caused.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 21 March 2023.

Helen Giles
Ombudsman