

## **The complaint**

Mrs S is unhappy that Clydesdale Bank Plc, trading as Virgin Money, didn't provide her information she needed to be able to login to her account in a timely manner, which she feels resulted in her being unable to transfer the money held in her Virgin account to a different provider and thus receive a better rate of interest than the rate offered by Virgin.

Mrs S is also unhappy that the difficulties she encountered when trying to contact Virgin to request help in gaining access to her account.

## **What happened**

On 7 September 2022, Mrs S tried to telephone Virgin to request help logging into her Virgin savings account but was unable to get through despite several attempts. Mrs S wasn't happy about this, especially as she wanted to check the interest rate provided by the Virgin account and potentially move her savings to another provider if it transpired that the other provider offered a higher rate of savings interest than Virgin. So, she raised a complaint.

Virgin responded to Mrs S and said that they didn't feel they'd denied Mrs S access to a potentially higher rate of savings interest as she contended because they noted that Mrs S had been able to log into her Virgin account online previously and because her login details hadn't changed since that time. However, Virgin did apologise to Mrs S for the lengthy hold times she's experienced when trying to call them, and they offered to pay £75 to her as compensation for any trouble and upset she'd incurred because of this. Mrs S wasn't satisfied with Virgin's response, so she referred her complaint to this service.

One of our investigators looked at this complaint. They felt the response Virgin had issued to Mrs S's complaint already represented a fair resolution to what had happened. Mrs S remained dissatisfied, so the matter was escalated to an ombudsman for a final decision.

## **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.

Having done so, I'd like to begin by confirming that this service isn't a regulatory body or a Court of Law and doesn't operate as such. This means that it isn't within my remit here to declare that Virgin have acted in a non-regulatory or unlawful way.

Instead, this service is an informal, impartial dispute resolution service. And while we do take relevant law and regulation into account when arriving at our decisions, our remit is focussed on determining whether we feel a fair or unfair outcome has occurred – from an impartial perspective, after taking all the circumstances and factors of a complaint into consideration.

I can appreciate Mrs S's frustration at not being able to get through to Virgin when she tried to contact them on 7 September 2022. And Mrs S has explained that following her being unable to get through, she sent an email to Virgin stating her dissatisfaction and explaining that she was unable to access her account online.

Unfortunately, because Mrs S titled this email as being a complaint, it was handled by Virgin as being a formal complaint. There are several consequences of this, the first being that how a business must respond to a formal complaint is mandated by the Dispute Resolution (“DISP”) of the Financial Conduct Authority (“FCA”) Handbook, which includes that a business which receives a complaint must respond to it within eight weeks. This means that, having received Mrs S’s complaint, Virgin had eight weeks to provide a formal response to it.

Mrs S may point out that Virgin’s own complaint process – as per their website – declares a different timeframe by which a response should be provided. And I note that Mrs S has pointed out to this service that Virgin didn’t respond to her complaint in compliance of their own stated complaints process.

But another consequence of Mrs S raising this matter with Virgin as a complaint in the first instance is that this service is unable to consider complaints about how a business has handled a complaint – even a complaint about a financial matter such as this. Instead, we can only consider this matter in a general sense with a focus on fairness and with Virgin’s obligations as per the DISP section of the FCA Handbook in mind. And, in this instance, Virgin did contact Mrs S within eight weeks of receiving her complaint and helped her to log into her account.

Mrs S may argue that Virgin shouldn’t have handled this matter as a complaint and that it should have been clear from the content of her email that she needed a response quickly. But Mrs S did title her email as being a complaint. And so, I don’t feel that it was unreasonable for Virgin to send her email to its complaint team which Virgin have explained handle complaints in the order that they’re received, and which had a backlog of new complaints awaiting responses at that time. So, while I feel that the fact that Virgin handled Mrs S’s email as a complaint was unfortunate, I feel it was because of how Mrs S herself had titled her email, and so I don’t feel that it was unfair.

Mrs S has explained that she needed the information because aspects of her login details had changed since the last time that she’d logged in. But Virgin have confirmed that this wasn’t the case, and they’ve demonstrated that Mrs S had logged into her account the previous year – most recently in December 2021 when she renewed her ISA declaration – using the same details that were confirmed to her by Virgin’s complaint handler when they called Mrs S in response to her complaint.

What had changed was the login page on Virgin’s website. And Mrs S has explained that she had trouble understanding how to login on being presented by this unfamiliar login page. But it’s for Virgin to update their website – including their login page – how they see fit. And Virgin have explained that the only new aspect of the login process was that account holders had to select, from three possible options, the first two digits of their account sort code.

I’ve reviewed Virgin’s online account login page and I don’t feel that it can reasonably be considered as being unfairly complicated. And I note that the login page contains a link to information to help an account holder find their sort code if they’re unsure what the first two digits of their sort code are.

Additionally, while I appreciate that Mrs S may have wanted help from Virgin on how to login to her savings account, I can’t see that she attempted to contact Virgin about this after her initial telephone attempts and complaint email sent on 7 September 2021.

All of which means that I don’t feel that Virgin should fairly or reasonably be considered responsible for Mrs S not being able to transfer her money to a different provider and obtain a better rate of interest during the time she couldn’t access her Virgin account as she would like. And this is because I’m satisfied that Mrs S’s login details hadn’t changed, that Virgin’s

updated login page wasn't unreasonably complicated, and because Mrs S doesn't appear to have chased Virgin for the assistance she wanted – as I feel she reasonably could and should have done, had that information been important to her.

Finally, Virgin have apologised to Mrs S for the lengthy hold times she experienced when trying to telephone them in the first instance, and they've offered to make a payment of £75 to Mrs S as compensation for the trouble and upset she incurred as a result. Matters of compensation can be subjective, but this offer of £75 compensation for the difficulties Mrs S experienced when trying to telephone Virgin does feel fair to me for that specific trouble, and I can confirm that it's commensurate with what I might have instructed Virgin to pay, had they not already offered to do so.

As such, while I will be upholding this complaint in Mrs S's favour, I'll only be doing so on a limited basis to instruct Virgin to pay the £75 to Mrs S that they've already offered to pay. And I won't be issuing any further instructions to Virgin beyond this.

I realise this won't be the outcome Mrs S was wanting, but I hope she'll understand, given what I've explained, why I've made the final decision that I have.

### **Putting things right**

Virgin must make a payment of £75 to Mrs S.

### **My final decision**

My final decision is that I uphold this complaint against Clydesdale Bank Plc, trading as Virgin Money, on the basis explained above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs S to accept or reject my decision before 14 July 2023.

Paul Cooper  
**Ombudsman**