

The complaint

Mr H has complained that Clydesdale Bank Plc trading as Virgin Money ("Virgin Money") repeatedly failed to send him copies of his bank statements when requested. He also says that Virgin Money also failed to update his address and statement preference so that they would be posted to the correct address.

What happened

Mr H called Virgin Money in July 2022 to ask for bank statements, as he says he hadn't received any since May 2022.

As Mr H didn't receive any statements in the post, he followed this up again on 25 July 2022. Mr H was told he would get statements sent in the post. When Mr H called, the address recorded on the system for him was his business address and not his home address. At that point, it seems that Mr H didn't mention that the address was an issue.

Virgin Money said it received an email in August 2022 entitled formal complaint, but for some reason, no complaint was raised. However, statements were sent to Mr H (up to August 2022) as requested.

Virgin Money has explained that Mr H asked that it to use his home address, but unfortunately this wasn't changed on the system.

In November 2022, Mr H wrote to Virgin Money asking for the account to be closed, as he still hadn't received his bank statements. This was followed up with some calls from the bank with Mr H. Virgin Money has accepted that it caused Mr H inconvenience by failing to update the address for Mr H at the time. It was subsequently agreed that the account would remain open as Mr H had arranged for loan repayments to be made from the account.

Following this, Virgin Money arranged for Mr H's bank statements up to November 2022 to be sent to him, these were received by Mr H.

Virgin Money said it'd advised Mr H to arrange for his address to be changed – however it agrees it should've done this for Mr H, as it already had information in the email sent in August 2022. In addition to not changing Mr H's address, Virgin Money has also said that the first response letter was sent to Mr H's old address, despite having the new address.

Virgin Money offered compensation of £50 to Mr H for this error. Mr H did not accept the offer because of the number of hours he'd spent trying to sort this out.

A final response letter was sent to Mr H in January 2023 and a further £100 was offered and Virgin Money said it would resend statements to Mr H. Following this, Mr H wrote to Virgin Money in February and March 2023, saying he still hadn't received any statements. Unfortunately, Virgin Money didn't reply to Mr H's letters.

In April 2023, Mr H called and spoke with an agent expressing his dissatisfaction of not receiving any response from them and not receiving any statements. Mr H was reassured

that statements would be resent. During this call, Virgin Money also confirmed the £100 compensation which was offered in January 2023, hadn't yet been paid to Mr H. The agent agreed that further compensation was due, on top of the £50 and £100 previously offered. The agent said an additional £100 would be offered – bringing the total amount of compensation to £250. Again, Mr H disagreed with the amount and asked for £700 compensation. The agent explained that he's unable to authorise this and that this would need to be reviewed.

To rectify matters, Virgin Money confirmed that a change of address was finally processed for Mr H and his preference for paper statements was submitted on 20 April 2023. Virgin Money confirmed that the change came into effect around the end of April 2023.

One of our adjudicators assessed the complaint, and having reviewed everything, she felt that Virgin Money should pay a total amount of compensation of £350, as she felt this better reflected the impact it had on Mr H.

Virgin Money agreed with the adjudicator's assessment, but Mr H didn't, so the matter was referred for an ombudsman's 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 reviewed everything, I agree with the conclusions that the adjudicator reached.

It's not in doubt that the level of service that Mr H received was poor. And I can see that Mr H has been in contact with Virgin Money many times over a number of months, for what should be a relatively straightforward matter for Virgin Money to rectify.

Fortunately, I can see that, since the matter was referred to our service, Mr H has now received all of the requested statements and that Virgin Money has updated Mr H's address details and has set his statement preference to be mailed to him.

So all that is left for me to consider is whether what the adjudicator recommended was reasonable redress.

I have weighed everything up and considered all the evidence that has been provided and the impact that this matter has had on Mr H. And overall, I agree with the adjudicator that a total award of £350 is a reasonable amount of redress for Virgin Money to pay Mr H for the distress and inconvenience caused to him in this matter.

Putting things right

To put matters right, Virgin Money should pay Mr H a total of £350 compensation to Mr H.

I understand that Virgin Money has already paid Mr H £250 compensation, so it will need to pay Mr H a further amount of £100.

My final decision

Because of the reasons given above, I uphold this complaint and require Clydesdale Bank Plc trading as Virgin Money to do what I have outlined above to put matters right, in full and final settlement of this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 15 September 2023.

Thomas White

Ombudsman