

## **The complaint**

Mr O complains that Clydesdale Bank Plc, trading as Virgin Money, has provided poor customer service in relation to a dispute about a fireplace.

## **What happened**

In October 2020 Mr O purchased a new fireplace. It cracked on first usage and dissatisfied with the merchants' position he took his dispute to Clydesdale Bank Plc, trading as Virgin Money (Virgin for short). Unhappy with the time taken for Virgin to look into these matters and the customer service it provided him, he complained to Virgin.

Virgin looked into how it dealt with the matter and in May 2023 Mr O accepted Virgin's offer of both a compensation payment and the interest payment in relation to his claim (Virgin had already refunded the cost of the fireplace). Virgin didn't pay these extra amounts for a further six months. And Mr O says this was unfair.

Our investigator looked into the matter and concluded that Virgin should pay an additional £100 for the extra delays. Virgin asked how this amount was decided and the Investigator responded to this question. Since then Virgin has not responded to correspondence sent by this service to it. Mr O although accepting the amount suggested also asked for an Ombudsman's decision on the matter.

## **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.

The facts of this matter aren't in dispute and are well known to both parties. There is no need to repeat details of the claim about the fireplace as that matter is settled. Mr O points to what he says is (in essence) a litany of ineptitude and unreasonable delay on the part of Virgin. Mr O suggests the additional £100 of award for distress and inconvenience on top of the £200 already paid doesn't fully reflect the distress and inconvenience suffered. Virgin asked about the logic behind the award but has chosen since to not reply to our correspondence.

It is of note that Mr O accepted £200 for customer service issues originally. This complaint is about the six-month wait for the amounts of remedy agreed between the parties, to actually be paid. However it is of note that this delay followed on from significant unreasonable delays that Virgin has accepted responsibility for. So I can imagine that such an extra delay was galling to Mr O.

This service doesn't make awards punitively. Modest financial awards are made to reflect the inconvenience and distress caused. Using financial services won't always be totally hassle free and we wouldn't award for things that aren't more serious than the normal nuisances of everyday life.

Here Mr O accepted at the point of offer £200 in relation to the customer service he had suffered to that point and to bring the matter to an end. I appreciate he wanted an end to the

matter so may have accepted less than he anticipated, but it is also apparent to me that if he thought he should have received substantially more than that, he wouldn't have accepted it. So to my mind this acceptance provides an appropriate anchor point for my consideration of the matter.

I should add that, considering Virgin's admitted failings, it is sub-optimal that it chose to challenge the additional £100 some months ago but since has been silent on the whole matter. But as I said awards are not to be punitive.

Mr O has at different times suggested different amounts including substantially higher amounts than he accepted. And bearing in mind the delays originally for which he accepted £200 I think it would be unreasonable to offer more than that amount for a shorter delay, particularly in light of the fact that this delay occurred after the crux of his complaint re the fireplace had been settled.

It is also of note that Mr O, although voicing his evident and utterly understandable astonishment at Virgin's delays here, he hasn't pointed to any particularly substantial impact on him or any substantial consequences for him flowing from this delay. Other than, naturally, significant disappointment and frustration. So I don't think these delays merit a substantial award or a substantial increase in award in relation to the £200 already accepted.

### **Putting things right**

So in all the circumstances here and in order to bring finality to the matter it is my position that the additional £100 the investigator suggested does fairly reflect this additional period of delay/ineptitude here by Virgin. Accordingly I uphold this complaint and direct Virgin to pay this amount.

I do appreciate that this decision will not be especially pleasing to Mr O. But I do think an additional £100 is fair and does bring finality to this matter which has taken too long.

### **My final decision**

For the reasons set out above, I uphold the complaint against Clydesdale Bank Plc, trading as Virgin Money and direct it to pay the additional £100.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr O to accept or reject my decision before 12 July 2024.

Rod Glyn-Thomas  
**Ombudsman**