

The complaint

Mr P complains about information given to him in a branch of Clydesdale Bank Plc, trading as Virgin Money. As a result, Mr P says this mismanaged his expectations, lost him credit interest and caused inconvenience.

What happened

In March 2023, Mr P visited a branch of Virgin and enquired about his Double Take E-ISA issue 7 and was incorrectly told that the interest rate would automatically track and increase with the Bank of England base rate and with accounts offered on Virgin's website. When Mr P realised this was incorrect, he logged a complaint with Virgin who investigated the matter.

Virgin issued a final response letter to Mr P upholding the matter and correcting his ISA by returning him to the position he was in if the error had not occurred. They did this by apologising, giving him any interest he lost out on for a newer ISA issue for the period from the error to when he closed the account, along with a further payment of £25.

Regrettably, Virgin made a further, smaller error in that they quoted an erroneous account name as the newer ISA issue. They apologised and as there was no interest rate difference between the incorrect and correct account names, Virgin thought that no further action was necessary.

Mr P was not satisfied with this and brought the complaint to our service, so an investigator looked into it. They acknowledged the two instances of misinformation, but also that Virgin had corrected the situation with apologies and monetary gestures, ensuring that Mr P hadn't suffered any financial loss. They did however believe that Virgin should increase their compensation payment of £25 to £100.

Virgin agreed to this but remaining unhappy with this outcome, Mr P requested an ombudsman review his complaint as he felt he was owed more interest

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 have looked at the information Virgin has supplied to see if it has acted within its terms and conditions and to see if it has treated Mr P fairly.

If I don't mention any specific point, it's not because I failed to take it on board and think about it, but because I don't think I need to comment on it to reach what I think is a fair and reasonable outcome. No discourtesy is intended by me in taking this approach.

What's not in question is that errors were made; specifically, the information given to Mr P by Virgin in branch, and also in their subsequent letter. I'm satisfied that within Virgin's apologies and the actions they took to put Mr P back to his original position, they treated him fairly.

I want to acknowledge the significant amount of information Mr P has supplied, not only about this matter but about the other complaints that he has logged with Virgin. Mr P has supplied this information as he regards it as relevant to this complaint. However, I must look at each complaint according to the issues addressed by Virgin in its Final Response Letter to Mr P. We will of course consider other complaints that Mr P has made to Virgin separately, if he so wishes, once Virgin have had the opportunity to address them.

Mr P thinks our investigator's understanding of the complaint is incorrect as he believes the misinformation from Virgin was prior to March 2023, although he has acknowledged that he cannot provide any alternative dates or evidence to support this. I believe the investigator did correctly understand the complaint and I cannot address any claims that the misinformation was earlier without more details. Should Mr P obtain evidence of this, I would suggest he contacts Virgin who will be able to investigate.

What strikes me in this case is the initial simplicity which regrettably as the case progressed, was lost due to the amount of information provided. It's important that I concentrate on this complaint's aspects i.e., two relatively small unintended errors made by staff members at Virgin, the impact, and Virgin's actions to rectify.

In summary, considering all the circumstances and the fact that the investigator's increased offer of £100 is fair and reasonable in the circumstances of the complaint, and that Virgin have corrected the issue by putting Mr P back into the position he was in had the errors not occurred, I cannot fairly require Virgin to do anything further.

My final decision

For the reasons I have given it is my final decision that the complaint is upheld. I require Clydesdale Bank Plc to pay Mr P £100 compensation for the distress and inconvenience it has caused him.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr P to accept or reject my decision before 16 April 2024.

Chris Blamires
Ombudsman