

## **The complaint**

Mr P is unhappy with several aspects of the service he's received from Clydesdale Bank Plc, trading as Virgin Money.

## **What happened**

To briefly summarise: Mr P visited a Virgin branch on 17 March 2023 to raise a Data Subject Access Request (DSAR) with them. Mr P then went back into branch a few days later, on 21 March 2023, to confirm that his DSAR had been logged by Virgin.

Mr P didn't receive a response to his DSAR from Virgin, and so he contacted them again on 31 May 2023 to complain about this. Mr P later updated his complaint to include incorrect information about a new ISA he was given by a member of Virgin's staff on 6 June 2023, and that Virgin hadn't made reasonable adjustments for his vision impairment and continued to send letters to him in font which was too small for him to read.

Virgin responded to Mr P and confirmed that they had no record of an outstanding DSAR on file. Virgin apologised to Mr P for this and confirmed that they'd put in a DSAR for him, the results of which he would receive soon. Virgin also apologised to Mr P for the incorrect information he'd been given about his ISA on 6 June 2023 but noted that Mr P had been given the correct information on a telephone call with Virgin the following day. And Virgin apologised to Mr P for sending correspondence in the wrong font size and said that they'd corrected this issue moving forwards. Finally, Virgin offer to pay £50 to Mr P as compensation for any trouble or upset he'd incurred.

Mr P wasn't satisfied with Virgin's response to his complaint, and this led Virgin to issue an updated response to Mr P on 11 August 2023. In this second response, Virgin noted that while they had requested that Mr P's correspondence be sent out in large print for one of his accounts, they'd mistakenly not made the same request for his other account, meaning the correspondence for that account continued to be sent out in the wrong font size. Virgin apologised to Mr P for this, and they also apologised for the poor service Mr P felt he'd received when speaking with Virgin about that matter. Finally, as a result, Virgin increased their offer of compensation from £50 to £150.

Mr P remained dissatisfied with Virgin's response, so he referred his complaint to this service. One of our investigators looked at this complaint. They noted that Virgin appeared to have been made aware of Mr P's sight impairment in or around March 2022 – which was more than a year before the events about which Mr P had complained. As such, they felt that Virgin should have made reasonable adjustments for Mr P, such as issuing letters in a larger font size, much sooner than they did. And because of this, they recommended that Virgin should increase the amount of compensation payable to Mr P from £150 to £550.

However, our investigator didn't feel that Virgin had acted unfairly regarding Mr P's DSAR request, and they didn't feel that any further action was required of Mr P regarding the incorrect information he'd been given about his ISA on 6 June 2023, but which had been corrected the following day. Mr P didn't agree with the recommendation put forwards by our investigator and felt that a much larger award of compensation should be merited. 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.

I issued a provisional decision on this complaint on 3 May 2024 as follows:

*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. 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 factors and circumstances of a complaint into consideration.*

*I also note that Mr P has provided several detailed submissions to this service regarding his complaint. I'd like to thank Mr P for these submissions, and I hope he doesn't consider it a discourtesy that I won't be responding in similar detail here. Instead, I've focussed on what I consider to be the key aspects of this complaint, in line with this service's role as an informal dispute resolution service.*

*This means that if Mr P notes that I haven't addressed a specific point he's raised, it shouldn't be taken from this that I haven't considered that point – I can confirm that I've read and considered all the submissions provided by both Mr P and Virgin. Rather, it should be taken that I have considered that point but that I don't feel it necessary to address it directly in this letter to arrive at what I consider to be a fair resolution to this complaint.*

*Further to the above, I'd like to clarify exactly what points of complaint I'll be considering here. This is because, during his correspondence with this service, Mr P has raised several additional points of complaint that he'd like this service to consider.*

*It's previously been explained to Mr P by our investigator that several of the points of complaint he's raised are outside the scope of what can be considered in this decision. This is because those points of complaint are either being considered already under a separate complaint or need to be referred to Virgin as new complaints so that Virgin can consider and formally respond to them.*

*I'm in agreement with our investigator in this regard, and I can only refer Mr P to what our investigator has explained to him if he's unsure why a specific point of complaint he's raised is considered out of scope for this decision and so isn't included in my review here.*

*Mr P is also unhappy with several aspects of how Virgin have handled his complaint. But it isn't within my remit here to consider points of complaint about how a business has handled a complaint. This is because, as a financial ombudsman, I'm authorised to consider complaints about regulated financial matters. And how a business handles a complaint isn't itself a regulated financial matter – even when the complaint is about a regulated financial matter. In short, this means that I can consider the financial matter being complained about, but not how Virgin have handled Mr P's complaint about that matter.*

*To confirm, the points of complaint that I do consider to be in scope here are those which I've referred to in the preceding section. These are in respect to the DSAR, the incorrect information about the ISA, and the issuance of letters to Mr P in an incorrect font size. I will now consider each of these issues in turn.*

*Regarding the DSAR request that Mr P made, it seems that there has been some confusion on Virgin's part which led to Mr P's request not being actioned when it was first made. However, upon review, I don't feel that it would be fair to consider Virgin to be solely responsible for their confusion. This is because I feel the clarity of Mr P's DSAR request was affected by Mr P's general communication with Virgin in and around that time. And I feel it should be noted that this other communication included a prior DSAR which Mr P had made, and which had been fulfilled by Virgin in the relatively recent past.*

*It's my understanding that Virgin have now fulfilled the DSAR under consideration, but that Mr P is unhappy with how it's been fulfilled. However, the issues of whether the DSAR were fulfilled in a fair and reasonable timeframe and format are being addressed under a separate complaint and so aren't within the scope of what I can consider here.*

*Additionally, whether Virgin acted in a lawful or regulatory manner also sits outside the scope of what I consider. This is because, as explained at the beginning of this section, this service isn't a regulatory body or a Court of Law. If Mr P would like a decision regarding whether Virgin have acted in a lawful or regulatory manner, he would need to obtain one via a Court of Law or via the relevant regulatory body – in this instance, the Information Commissioner's Office.*

*Regarding the incorrect information Mr P was given about his ISA, Virgin have accepted that this happened on 6 June 2023 and have apologised to Mr P for this. And Virgin also note that Mr P was been given the correct information about his ISA on a telephone call with Virgin on the following day, 7 June 2023.*

*Because Mr P did receive the correct information about his ISA on 7 June 2023, I don't feel that there was any significant impact to the provision of incorrect information on the previous day. Although I accept that Mr P would have been unhappy to have been given incorrect information in the first instance.*

*Finally, regarding Mr P being sent letters by Virgin in an incorrect font size, Virgin have accepted that they were first informed by Mr P that he required a large font size in March 2022 and that they should have issued correspondence to him in an appropriate font size after this time.*

*All of which means that I do feel that Mr P has been treated unfairly here because Virgin didn't accurately record that he needed correspondence sending in large font when they first should have and, to a much lesser extent, by the slight delay in Mr P receiving the correct information about his ISA. But regarding the DSAR, while I feel that it's unfortunate that Virgin didn't act on Mr P's request for the DSAR in the first instance, given the nature of the confusion surrounding that request, as previously explained, I don't feel that this was unfair.*

*As compensation for what I've described above, Virgin have agreed to pay £550 to Mr P. I've considered the impact of the above on Mr P, and I've also considered the general framework that this service uses when assessing compensation amounts.*

*Having done so, this £550 compensation amount feels fair to me. And I confirm both that £550 is commensurate with what I might have instructed Virgin to pay, had they not already agreed to do so, and that I don't agree with Mr P's position that a larger compensation amount is fairly merited in this instance.*

*It therefore follows that my provisional decision is that I uphold this complaint in Mr P's favour on the basis described above – that Virgin must pay £550 compensation to Mr P.*

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In my provisional decision letter, I gave Mr P and Virgin the opportunity to respond to it and provide any comments or further information they might wish me to consider before I moved to issue a final decision. Mr P confirmed that he accepted my provisional decision, whereas Virgin did not respond.

As such, I see no reason not to issue a final decision here whereby I uphold this complaint in Mr P's favour on the basis described in my provisional decision above. And I therefore confirm that my final decision is that I do uphold this complaint in Mr P's favour on that basis.

### **Putting things right**

Virgin must make a payment of £550 to Mr P.

### **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 Mr P to accept or reject my decision before 8 July 2024.

Paul Cooper  
**Ombudsman**