

The complaint

Mr P complains about the service he has received from Clydesdale Bank Plc trading as Virgin Money (Virgin). In particular, he complains about not being able to access his cash Individual Savings Account (ISA) online and the service he has received when trying to rectify this issue.

What happened

The details of the complaint are well known by both parties, but I will summarise the salient points here.

Mr P said he wished to transfer funds he already held in an ISA with Virgin to a new online ISA also with Virgin. Mr P has explained the issues he encountered when opening this new ISA online, describing how Virgin's systems would not allow him to use his current login details. Mr P therefore had to open a new profile online which allowed him to open this new ISA.

Mr P explained initially he could access this ISA online after speaking to Virgin and following the instructions it provided. He described being able to log in a couple of times with the system ringing his landline and providing a one-time passcode (OTP) for access. Mr P said after the transfer into the new ISA, he then couldn't access it.

Mr P has described the service issues he had with Virgin whilst trying to resolve this. He explained he contacted Virgin and spoke with several advisers, but he remained unable to access his online account for this ISA. In summary he complained;

1. He had to wait 20 minutes to get through to an adviser on one occasion,
2. He was provided with an incorrect telephone number on one occasion,
3. He didn't receive a call back after Virgin had agreed to call him back,
4. He continues not to be able to log on to his account, and wants Virgin to call him when it detects he has tried to login but failed,
5. The calls to Virgin took too long,
6. One time when waiting for this call to be connected, he received an '*office is now closed*' message,
7. Overall, Mr P said Virgin's responses to his complaint have been misleading and inaccurate.

Virgin wrote a final response to Mr P in December 2023. It apologised for the call wait times. It explained it was receiving more calls than usual at the time Mr P called, Virgin upheld this complaint point.

Virgin said it couldn't find evidence of it providing Mr P with an incorrect telephone number but accepted it didn't have access to all the calls he had made. It therefore decided to uphold this part of Mr P's complaint on his testimony.

Virgin recognised one of its advisers had promised to call Mr P back. Virgin explaining its notes show the adviser had tried to call Mr P back as agreed, but the adviser couldn't get through. Virgin said it had explained this situation to Mr P during a telephone call with

another adviser and tried to get him through to the first adviser who had promised the call back. The original adviser wasn't available to take the call at the time, but apologised he hadn't attempted more than one call back.

Virgin said the reason Mr P was unable to log in was due to Mr P entering an incorrect password which locked the account. Virgin explained it had provided a number for Mr P to call to assist him getting online and offered to go through the process '*step by step*'. Virgin therefore didn't uphold this part of Mr P's complaint.

Virgin apologised for the length of time some of the calls took but said it didn't think it would have been able to make these calls shorter. Virgin said due to the issues and points Mr P was raising, the length of the calls were '*out of our control*'. Virgin therefore didn't uphold this part of Mr P's complaint.

Virgin said it wasn't aware of its telephone system providing an office closed message to customers, unless they had called when the office was closed. Virgin explained if the call is in a queue before the close of business it will remain in the queue until answered. However, Virgin said it would again uphold this part of Mr P's complaint on his testimony and apologised for the inconvenience this caused him.

Virgin paid Mr P £150 compensation in recognition of the issues it upheld.

Our investigator didn't think Virgin needed to take any further action. With regards to the ongoing issue of logging into his account, they explained Mr P needed to speak with Virgin who had offered to take him through a process to support him getting access to his online account. They didn't think the evidence supported Virgin had made an error regarding the login issues, and explained it wasn't realistic to expect business to contact customers every time they get locked out of their account.

Mr P has since made representations to our service explaining he doesn't accept the recommendation of our investigator. He explained our service had accepted Virgin's version of events at '*face value*' and repeated Virgin had provided misleading and inaccurate information to our service.

I appreciate Mr P has raised other issues which have been dealt with in a separate complaint. The scope of my decision is limited to what is outlined above, other issues have been considered in separate investigations and are not part of this complaint.

I can also see Mr P has raised fresh issues concerning Virgin more recently with our service during this complaint. These matters do not appear to have been included in this original complaint to Virgin and as Virgin has not had the opportunity to respond to these issues, I cannot make a finding in this decision and have focused on the issues I can make a decision on as outlined above. For clarity, Mr P would need to raise these complaints with Virgin and receive a final response before our service could consider them.

As Mr P rejected our investigator's recommendation his complaint has been passed to me to make 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 appreciate how strongly Mr P feels about his complaint and I was also very sorry to read about his recent ill health. Although I may not mention every point raised, I have considered everything but limited my findings to the areas which impact the outcome of the case. No discourtesy is intended by this, it just reflects the informal nature of our service.

Where evidence is incomplete, inconclusive or contradictory, I have to make decisions on the balance of probabilities – that is, what I consider is more likely than not to have happened in light of the available evidence and the wider surrounding circumstances.

I recognise Virgin has already upheld, compensated and apologised for some aspects of Mr P's complaint, including points 1, 2 and 6 above. I therefore do not intend to repeat them here in details and will focus on the areas which remains disputed. I will deal with what I think is fair and reasonable compensation for these accepted aspects later towards the end of this decision.

I would also like to reassure Mr P I have carefully considered the written representations he made in response to our investigator's recommendation regarding the issues above. I have also considered his most recent and final representations following our services provision of Virgin's response to my information request.

In summary, Mr P has since elaborated on point 6 above, regarding the aspects he considers Virgin have been inaccurate and misleading about;

- Mr P contact Virgin by telephone after not being able to log into his account, contrary to what Virgin have said,
- Mr P has indeed tried to log into his account since without success,
- Mr P did enter the correct details to log into his account, and it was a fault with Virgin's systems, not his login, which had prevented access. Mr P asserts he has provided evidence to support this via screen-prints,
- Mr P maintained he had tried everything that should be reasonably expected to gain access to his account,
- Mr P also said he did not agree it was unrealistic to expect Virgin to call him when it detected he had issues logging in. In his response to our investigator's recommendation, Mr P said his circumstances mandated Virgin take a different approach to him with such issues, as required under the Equality Act 2010,
- Finally, Mr P said Virgin were fully responsible for these issues and should pay in the region of £750 having considered our services published compensation ranges for distress and inconvenience.

Mr P described the issues he was having setting up the new ISA with Virgin explaining that as the ISA he wanted to open sat on a different platform, Mr P would need to open this product as a new customer, stating his current Virgin online profile wouldn't work for this product.

Mr P expressed it wasn't reasonable for customers to know this and thought this was an issue with Virgin's systems which it should resolve.

Virgin wrote a final response to Mr P in December 2023. It said Mr P entered an incorrect password on 28 October 2023 which locked his account. Virgin explained in this final response an adviser Mr P spoke with on 23 October couldn't '*pin point*' the precise issue which was stopping Mr P from logging in. This adviser transferred Mr P to another adviser who realised what the issue was, explaining Mr P has written his landline number in for both the mobile and landline number fields. Virgin said this caused issues with Virgin's system as it recognises it couldn't send authentication text messages to landline number. Virgin said if Mr P had just entered his landline number in the landline field this would have prevented the issues.

Virgin said Mr P called it again on 1 November 2023 and advised he was still having difficulties logging in. Virgin said Mr P had entered an incorrect password into the system on 28 October 2023 which was the reason for the system not taking him into his account. Virgin said both issues were '*caused*' by Mr P so didn't uphold this part of his complaint.

I have listened to the calls Mr P made to Virgin regarding not being able to access his account, and I can understand how frustrating this must have been for him. I can see he also

expressed at the time how dissatisfied he was with having to wait a long time to get through to an adviser.

Mr P later spoke with a different adviser, he reiterated the issues and explained he had waited ten minutes to get through to an ISA specialist on the telephone, without success. This adviser then tried to assist Mr P in accessing his new ISA which he had now set up successfully. The adviser confirmed they could see his new ISA on their systems. Mr P was, however, unable to log on but the conversation progressed to how Mr P could make a transfer in. The adviser explained, as Mr P didn't have a mobile telephone, he would need to hang up and wait for a call to his landline to ring with an OTP, as this couldn't be sent whilst he was using the landline to make the call.

Mr P asked the adviser to call him back, explaining at this time he had been on the telephone to Virgin for one and a half hours.

The system notes Virgin has provided show the ISA was successfully opened on 23 October and a transfer in for the amount Mr P wished occurred successfully shortly afterwards. Therefore, I'm satisfied there doesn't appear to have been any issues with the transfer itself or any financial loss here. This complaint is limited to any distress and inconvenience caused for the service reasons highlighted above.

The evidence provided by Virgin shows Mr P had 11 calls with Virgin during on 23 October, with several different advisers. Virgin has provided evidence from its systems that several OTPs were issued during the afternoon and early evening. It also appears from this evidence Mr P successfully logged in and amended details and then logged off.

Dealing with point one, I can see the telephone records, which are a matter of record and known to both parties, suggest Mr P had to call Virgin numerous times. I have no doubt it must have been frustrating having to wait to speak to advisers and not to have gained access to his accounts. There is evidence Mr P was struggling to gain access to his account.

I accept Virgins' customer service could have been better. Virgin has apologised for the call waits and I think it is unfortunate Virgin appears to operate different legacy systems for different products. Again, there is some evidence this has caused issues which may not have occurred if Virgin operated on one system.

To be clear, this would appear to be a commercial decision Virgin is entitled to make. Our service doesn't have the power or remit to change such decisions or to demand businesses alter business practises, systems, decisions or policies. This can, however, sometimes be within the remit of the regulator, the Financial Conduct Authority (FCA). Our service can only consider whether the customer was treated fairly and reasonably considering the wider circumstances of the complaint. We also can't consider or award compensation for what might hypothetically happen in the future.

However, I do think the evidence shows Mr P suffered some avoidable distress and inconvenience over this time period and therefore uphold his complaint regarding the service he received during these calls.

I now move on to an issue which remains in dispute, that of whether it was Virgins' systems or Mr P which caused his account to be locked. I would again point out that my decision here is based on what I consider to have been more likely than not. I appreciate both parties have provided evidence to support their position.

I asked Virgin to provide evidence which supported its position Mr P caused the lock out because he entered an incorrect password. Virgin provided a screen print showing an *'incorrect Sign On password'* was entered on four occasions which meant Mr P's profile was locked down. These failed logins occurred as follows:

- 12.38pm on 28 October 2023
- 12.41pm on 28 October 2023

- 2.34pm on 14 July 2024
- 11.05pm on 16 August 2024 (this fourth failed login shows it locked the profile)

The first two failed logins correspond with the call Mr P made on 1 November, explaining he had had issues logging in again shortly after the 23 October.

Mr P provided a screen print from one of the later failed login attempts on 14 July, which again corresponds with the information Virgin had provided. Mr P has also explained how he kept records of his login details and provided examples, showing he was able to recall and enter the required information without issue.

As Mr P has been consistent this failure was not because of his error, I asked Virgin whether there were any system issues and why this login failed. Virgin said there had not been any system issues and explained *'[Mr P] initially used his correct ID which is a combination of letters and numbers ... however he has input characters from his password incorrectly and when he is asked to put his ID again he uses a different reference appears to be an all number reference ... which is incorrect.'*

Virgin also explained the error message Mr P provided in another screen shot, stating *'the error message showing can occur if a customer has been logged in, then logs out and then immediately tries to log back in again – the system just hasn't caught up with the sequence of instructions, refreshing the page will rectify this'.*

Virgin has been able to provide some quite specific information, which has been shared with Mr P, about why this login failed. Furthermore, I see no reason why, had the correct details been entered, access to the account would not have occurred. Virgin has provided sufficient detail to persuade me, again on balance, it is more likely Mr P entered incorrect details.

I appreciate Mr P disagrees, but I think on balance having carefully weighed the evidence, it suggests incorrect information was entered causing this account to lock. I therefore do not uphold this aspect of Mr P's complaint.

I now move on to the complaint point Mr P raised about whether Virgin should contact him when it detects there are login issues, rather than expect him to contact them. I appreciate Mr P has made different representations more recently about this matter to me, but did also express he disagreed with Virgin's refusal to do this in his response to our investigator's recommendation.

Having examined Virgin's website, it is clear they have online processes to help, including procedures to follow if passwords are forgotten. I am also mindful the ISA Mr P wanted was an online only ISA rate, so I don't think it is unreasonable in these circumstances to expect customers wishing to use this product to rely heavily on online access to manage it.

I am also conscious how Virgin choose to operate here could again be considered a business decision. Such a decision, to not routinely call customers when they have difficulty logging in, could arguably be considered outside of our services remit as this is arguably a business decision Virgin are fully entitled to make. I can't instruct Virgin to changes it policies or practises, such issues may be a matter for the regulator, the Financial Conduct Authority (FCA). I would, however, also make the point this is not an unusual situation. In my experience most financial businesses would operate in a similar way and require customers to contact them when such issues occur.

Mr P has cited the Equality Act 2010 to support his position regarding this. I appreciate Mr P sadly has specific needs with regards to his sight and I've taken the Equality Act 2010 into account when making my final decision on this complaint, as it is relevant law, but my role is to decide what is reasonable and fair. Only a court can decide whether the Equality Act 2010 has been breached.

Fundamentally, I am satisfied the evidence has shown Mr P can telephone Virgin to discuss his account. This is something he has done regularly, and I haven't seen evidence of

significant barriers preventing him from accessing Virgin through its telephone service. I would expect a range of options for customers to be able to reset passwords and contact the business to discuss and rectify issues. The evidence I have seen suggests Virgin has such systems in place – albeit Virgin has recognised and accepted sometimes call waits can be long for all customers trying to contact it.

For these reasons, I am not persuaded Virgin has acted unreasonably or unfairly or needs to alter or change its approach to Mr P regarding this specific issue. I therefore don't feel it is reasonable to expect Virgin to call Mr P when he has issues logging in.

I note our investigator accepted Virgin had provided the steps Mr P needed to get back online and also provided a telephone number if he still needed assistance after following these steps. I agree with our investigator on this point. I think it is entirely reasonable for Mr P to call Virgin at a time suitable for him to resolve this issue.

I appreciate Mr P has explained in his recent response he considers the issues described warrants an award of up to £750 under our guidelines on compensation for distress and inconvenience. I have considered both the issues Virgin has accepted and upheld, and my determinations when deciding whether I consider the compensation offered is fair and reasonable and in line with what our service would expect.

As I have explained, I accept there was some poor service by Virgin, these were repeated small mistakes which has caused more than a level of frustration a customer might reasonably expect, and I agree an apology alone wouldn't be appropriate. But, I have not upheld many of the outstanding complaint points Mr P has made, particularly regarding the ongoing login issues. I am therefore not persuaded the compensation already offered isn't inline with what our service would expect here.

I would also like to comment on the point Mr P raised regarding '*repetition*' of issues he has had with Virgin as an '*aggravating*' factor. This is not something our service would consider. This may be the case in criminal law, but we are not the regulator, our role isn't to punish or fine businesses, our service must consider each case on its own merits under the framework we have for compensation.

I would also like to clarify, our service is an informal dispute resolution service and do not replace the courts system, which have wider powers and jurisdiction. Our service seeks to resolve complaints fairly for all parties, the option of court action remains open if Mr P does not accept my decision.

Finally, once again I was sorry to hear of Mr P's ill health, and I whilst I don't agree with Mr P's position fully, I trust I have explained sufficiently my reasoning for this.

My final decision

For the reasons I have given, my final decision is I partly uphold Mr P's complaint.

I do not require Virgin to pay further compensation. I am satisfied it doesn't need to take further action regarding the issues I have upheld.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr P to accept or reject my decision before 14 August 2025.

Gareth Jones
Ombudsman