

The complaint

Mr W complains that Clydesdale Bank Plc trading as Virgin Money removed the giro slip facility on his statement. He says the removal should've been discussed with customers first.

What happened

Mr W is unhappy that the giro slip facility is no longer included with his statement. This has prevented him from making payments the way he always has. He feels that Virgin Money should've told him about the changes before they came into effect. He complained to Virgin Money.

Virgin Money didn't uphold the complaint. In its final response it said it had removed the giro slip facility due to a business decision. It explained that Mr W still had the option to print the giro slip from the Virgin Money website if he wished to continue to use the facility and provided a link to the website to enable him to do this. Virgin Money also set out the other ways in which Mr W could make payments.

Mr W remained unhappy and brought his complaint to this service. He said he felt that he was being discriminated against because he was unable to access internet banking.

Our investigator initially upheld the complaint and said that Virgin Money should've given Mr W 30 days' notice of the change in line with the terms and conditions.

Virgin Money provided evidence to show that it had sent a text message to Mr W about the change on 16 July 2024. It explained that the giro slips were removed on 24 July 2024 but that it had included a giro slip with Mr W's statement dated 17 July 2024 which he was able to use to make his payment for that month. It said the statement dated 18 August 2024 had the giro slip removed and Mr W's first payment without the giro slip was 8 September 2024. Virgin Money said that Mr W had been given 33 days' notice of the change and 54 days' notice before his payment was due without the giro.

Our investigator changed his opinion and decided not to uphold the complaint. He said he was satisfied that Mr W had been given 30 days' notice of the change.

Mr W didn't agree. He said he hadn't received the text message and didn't think it was acceptable to communicate the change by text in any event.

Because Mr W didn't agree, I've been asked to review the complaint.

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 know it will disappoint Mr W, but I agree with the investigators opinion. I'll explain why.

I've reviewed the terms and conditions of the account. Under Section 17 "*Can we change this agreement*" it states:

“..... we can change this agreement to:

Reflect changes to how we manage your account because of a change to the systems or technology we use or to a card scheme

Stop, change or replace a service or introduce a new feature

Make the agreement clearer to you and to correct small errors

Under Section 17.3 the terms and conditions state:

“We will give you 30 days’ notice when making a change to your disadvantage. If the change is to a rate of interest, you will have another 30 days during which you can tell us you want to stop using your card and pay back the balance within a reasonable time, at the existing rate”

I’ve thought about whether Mr W was given 30 days’ notice of the change.

The first time Mr W was obliged to make his payment without the giro slip being attached to the statement was 8 September 2024. So I’ve taken this as the relevant date for the purposes of deciding whether Mr W was given 30 days’ notice.

I can see that Virgin Money sent a text message to Mr W on 16 July 2024 notifying him of the change. Mr W has said that he didn’t receive he text. However, I can see that the text was sent to the number on Mr W’s customer records held by Virgin Money and the systems aren’t showing it as undelivered. So whilst I’m not in a position to disagree with Mr W when he says he didn’t receive it, I’m unable to say that this was Virgin Moneys fault, because the text was sent to the correct number for Mr W.

Mr W has said that he doesn’t think that a text is an acceptable way to communicate changes. I’ve reviewed the terms and conditions of the account and these state that Virgin Money may communicate by text along with other methods using the details they hold for the customer. The terms and conditions also state that if a customer changes their number, it’s the customers responsibility to make Virgin Money aware of this.

Mr W agreed to these terms and conditions when he took out the card.

Given that the text message was sent on 16 July 2024 and the first time a statement was issued without the giro was 18 August 2024, I’m satisfied that Virgin Money gave Mr W 30 days’ notice in line with the terms and conditions.

In addition, I’ve reviewed Mr W’s credit card statement dated 17 July 2024. This has the giro slip attached. The first time the statement was issued without the giro was the statement dated 18 August 2024. So I’m satisfied that Mr W had 30 days’ notice by this method as well.

Taking all the available information into account, I’m satisfied that Virgin Money gave 30 days’ notice of the change. I’m unable to say that Virgin Money has made an error.

I’ve thought about whether Mr W has been treated unfairly, because he’s raised the issue of discrimination. However, I haven’t seen any evidence that Virgin Money has discriminated against Mr W. Virgin Money has explained (in its final response letter) that there are several other ways that Mr W can make payment to his account, which includes ways that don’t involve using a computer. In the circumstances, I don’t think Mr W has been treated unfairly.

For the reasons I’ve explained above I’m unable to uphold the complaint.

My final decision

My final decision is that I don't uphold the complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr W to accept or reject my decision before 19 December 2024.

Emma Davy
Ombudsman