

The complaint

Mr D complains Clydesdale Bank Plc (trading as Virgin Money) transferred his account, without consent and haven't allowed him to close it.

For the purpose of this decision, I will refer to the Bank as Clydesdale, which will include any actions taken under their trading name, Virgin Money.

What happened

Mr D holds a credit card account with Clydesdale, initially provided by Clydesdale Bank Plc. Following the Bank's merger with Virgin Money plc in 2019, the card Mr D held was moved to a Virgin Money system.

Mr D says prior to this, he'd written to Clydesdale on several occasions to let them know he'd changed address but didn't receive a reply and his address wasn't updated. Following the merger, he wrote to them again in June 2022 and March 2023 to advise of the same. On these occasions Mr D also asked for the account to be closed.

As he didn't receive a response, and the account remained open, Mr D complained in January 2024.

Clydesdale reviewed matters and said in order to update his address Mr D needed to complete security by telephone or in branch. They added they'd made various attempts to contact Mr D by phone in 2016, 2022 and 2023, to do this but as Mr D hadn't agreed to complete the necessary steps, his address couldn't be changed or his account closed.

Unhappy with this response, Mr D complained to this Service. An Investigator here reviewed matters but didn't think Clydesdale had acted unfairly. She said they'd tried to contact Mr D on several occasions by telephone since 2016, but as he'd not agreed to complete the process, they'd been unable to update his address. She explained in 2016 Clydesdale had also written to both addresses explaining how he could update his details and didn't consider this requirement unreasonable.

Mr D didn't agree, saying within the original terms and conditions he'd agreed to there was no requirement to operate the account by telephone or using the internet. He'd also not agreed to any subsequent change to the terms and conditions. The Investigator explained Mr D didn't need to agree to new terms and nor did she consider it reasonable for the terms to include details of every process the Bank asked its customers to follow.

With no resolution the complaint has been passed to me to decide.

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.

Based on what I've seen Mr D first contacted Clydesdale in 2016 to notify them he'd changed address. While I understand Mr D considers this should have been sufficient for the

change to take place there are certain processes in place, to protect both customers and the Bank. In this case, that meant Clydesdale needed Mr D to either go in to branch or speak to them on the phone. This seems reasonable.

Clydesdale say they wrote to both Mr D's old and new address in 2016 to explain how he could update his details. I've not seen a copy of the letters but taking account of the time that's passed, I don't think it's unreasonable Clydesdale no longer hold copies. I have though seen information on Clydesdale's internal systems which suggests letters were sent to both addresses in 2016. Given this, on balance, I think it more likely than not Clydesdale wrote to both addresses at the time. And as Mr D didn't complete the necessary steps, his address wasn't changed. This doesn't seem unreasonable.

As explained, Clydesdale later merged with Virgin, which meant the card Mr D held moved to a Virgin Money system. Mr D says he wasn't made aware of this at the time, as Clydesdale hadn't updated his address. While this would be frustrating for Mr D, I can't say it's had an impact as there was no action he needed to take.

I say that because, in the letter sent by Clydesdale in December 2021, provided to this Service by Mr D, it says:

"If you're happy with the changes, you don't need to do a thing. Your account details stay the same and everything will automatically change to Virgin Money on 12 February 2022"

As such there was no requirement for Mr D to agree to these changes. And, in any event, as I've found above Clydesdale haven't made any error in not updating Mr D's address at this point.

Mr D says the original terms of the account didn't require him to operate this by telephone or using the internet, as such he should be able to update his address and close the account without this. While I haven't seen a copy of the terms from the time of opening, I have seen that in 2016, several years before the account was transferred, Mr D attempted to change his address, and as explained above, he was required to do this by phone or in branch. As such, I think it more likely than not, this would have always been a requirement.

For completeness I've also considered whether it would have been unfair for Clydesdale to change their terms, by adding this requirement, but I don't consider it would. I say this because Clydesdale aren't requiring Mr D to operate all aspects of the account by telephone, online or in branch, as he says – just certain aspects, including updating his address and closing the account, which seems reasonable. The terms also allow for changes to the agreement, where necessary. And as explained, I don't consider this an unreasonable requirement to ensure the security of Mr D's account. So even had the terms been changed, my decision here would remain the same.

In addition, as our Investigator explained, I wouldn't expect the requirements of every process to be set out within the terms and conditions. So I don't think it's unreasonable Clydesdale didn't explain within their terms and conditions the process Mr D would need to follow to change his address. Nor does it mean it goes against the terms of the account as Mr D says.

Since 2016 Mr D made several other attempts to contact Clydesdale to change his address, and in later correspondence asked that his account also be closed, but says he received no response - I don't agree. Clydesdale responded to Mr D in 2016, 2022 and 2023, by phone and letter, explaining the steps he needed to follow to update his address and close his account.

As explained, I don't consider the steps Clydesdale require Mr D to take to change his address and close the account are unreasonable. I also don't consider Mr D has been put to inconvenience as a result of his account being transferred to a new system, as I think the requirements more likely than not, remained the same. While Mr D says correspondence is still being sent to his previous address, it appears he's not made a purchase on the card since 2013 and Clydesdale have been clear in how this can be resolved.

Finally, Mr D has also made reference to the possibility of new credit cards being sent to his old address. It's unclear if Clydesdale have actually sent any new cards, given Mr D hasn't used the account since 2013. But, even if they did, I've already found Clydesdale haven't done anything wrong in not updating Mr D's address – so I don't think there is anything more they need to do on this point either.

My final decision

For the reasons I've set out above, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr D to accept or reject my decision before 5 February 2025.

Victoria Cheyne
Ombudsman