

## **The complaint**

Mr X complains that Clydesdale Bank Plc trading as Virgin Money (Virgin Money) has unfairly blocked his credit card account and require him to provide identification before it will unblock the account.

## **What happened**

Mr X has a credit card account with Virgin Money. In summary he complains that:

- Virgin Money placed a block on his account, and it won't remove the block until he verifies his identification which he doesn't want to do.
- Virgin Money hasn't responded to his data subject access request.
- It hasn't answered his questions about his account.
- He wants access to his account so he can look into a dispute he may have with a transport company.
- Virgin Money isn't responding to his communication.
- Virgin Money are corresponding with him at an address that isn't his.

Virgin Money responded to Mr X's complaint. Overall, it said it couldn't provide much information about Mr X's account until it had verified his identity. It explained what information it required for it to do this. It explained that once it had verified Mr X's identity, it would be able to provide him with more information relating to his concerns. However, it did agree to pay Mr X £100 as compensation for the amount of time Mr X had said he had spent on the matter.

An Investigator considered what both parties had said, but they didn't uphold Mr X's complaint. The Investigator didn't think it was unfair or unreasonable that Virgin Money required Mr X to provide information to verify his identity. The Investigator also explained that both Virgin Money and this Service are limited in the information it can provide Mr X about the account until he provides Virgin Money with the required information to verify his identity.

Mr X remained unhappy with the Investigators view, and so the complaint has been passed to me to decide on the matter.

## **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.

Having considered all of the information available to me, I won't be upholding Mr X's complaint. I appreciate this decision will come as a disappointment to him, however I'll explain my reasons for this below.

I'm aware that Mr X has raised a number of concerns about Virgin Money and has asked for answers to several questions. I'd like to assure Mr X that I've thought about everything he's told us and asked us. But I'm not required to address each and every issue that's been

raised. Nor do I think that would be particularly helpful. Instead, this decision focusses solely on the issue that I consider goes to the heart of the complaint, which is the restriction that has been placed on his account.

I hope Mr X appreciates that Virgin Money, as all banks and building societies, must follow the regulatory rules about, as in this case, knowing a customer. The Financial Conduct Authority (FCA) requires financial businesses to conduct their business with due skill, care and diligence. They must also take reasonable care to organise and control affairs responsibly and effectively, with adequate risk management systems. I appreciate that those requirements can cause inconvenience, as appears to be the case here. But that doesn't mean that Virgin Money has made a mistake or acted unfairly by insisting that Mr X follows its requirements by providing certified proof of his identity. And I make clear that we are not Virgin Money's regulator. So, it's not our role to tell it how it interprets and follows regulatory requirements or what information it provides about such a process.

I have looked at Virgin Money's records and I can see that attempts were made to access the account where security couldn't be passed. Following this, Virgin Money placed a block on the account until Mr X could verify his identity. The block has also resulted in Virgin Money refusing to provide Mr X with information about the account.

In these circumstances I don't think it was unfair that Virgin Money applied the restrictions and I think it's up to Virgin Money to decide, when exercising its commercial judgement, how it complies with its regulatory requirements. So, it follows that I don't think Virgin Money made a mistake or acted unfairly by asking Mr X to provide information to verify his identity before it will provide him with information about his account.

I think it's fair to expect that Virgin Money would look to take extra precautions to safeguard Mr X's account in response to its security concerns.

I've also reviewed the account terms and conditions to see whether they support Virgin Money's response. While the terms and conditions don't refer to this specific scenario, they refer to Virgin Money stopping account use in the event that it thinks the account is being used by someone else or if it suspects fraud is happening. While understandably inconvenient, the possible consequences of Virgin Money not increasing security around the account as it did could be very serious. Especially as, by then, Virgin Money had reasonable cause for concern.

I also think the restrictions added to Mr X's account were made clear to him and were proportionate to the risk Virgin Money felt was posed. For example, I can see Virgin Money let Mr X know, on multiple occasions that the account had been restricted, and what he would need to do to regain access to the account. I have noted that Mr X has said that he won't be providing Virgin Money with the information it has asked for. It is up to Mr X to decide if he wants to provide the information or not. But if he doesn't, Virgin Money has explained it may not provide him with information about the account or carry out actions (for example close the account or dispute transactions on his behalf), without him completing the verification process. I don't think there is anything unfair about this.

Overall, I don't believe Virgin Money acted unfairly in the circumstances in adding the account restrictions when it did, despite recognising the frustration Mr X has experienced. So, I don't require it to do anything more for Mr X. I note that Virgin Money has offered to pay Mr X £100, I'll leave it up to Mr X to decide if he wants to accept this or not.

### **My final decision**

For the reasons set out above, I don't uphold Mr X's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr X to accept or reject my decision before 23 April 2025.

Sophie Wilkinson  
**Ombudsman**