

The complaint

Mr K complains about the customer service he received from Clydesdale Bank Plc trading as Virgin Money, when enquiring about depositing a cheque and raising a complaint about what happened.

What happened

A summary of what happened is below.

Mr K held an account with Virgin Money. He called it, as he wanted to deposit a cheque at the Post Office. He asked the advisor how long it would take to clear. After getting the information, he arranged a taxi. When he got to the Post Office, Mr K had to wait a while, and when he was seen, staff said they couldn't accept the cheque, as they didn't have dealings with Virgin Money.

Mr K called Virgin Money back, and another advisor confirmed he should have been able to deposit his cheque, he needed to have a deposit slip envelope, or he could have scanned the cheque on his app, or gone to one of its own branches, which were open until 1pm. Mr K was unhappy - he thought he should have been given correct information when he first called, which would have avoided the aggravation. He added that due to all of this, he'd suffered a panic attack, dropped his phone, and cracked the screen.

He thought Virgin Money should cover the cost of taxis, repairs to the phone and pay compensation for his trouble and upset.

Mr K closed his account and was told it would take a couple of days. However, after this, he noticed his online banking was still working, so it couldn't have been properly closed. He expressed dissatisfaction with Virgin Money's service.

Whilst dealing with his complaint, the complaint handler telephoned Mr K, but he missed the call. He called back; however, the call handler was then busy. Staff said that they'd arrange a call back, but Mr K didn't hear anything, until he got a final response letter. He was upset Virgin Money hadn't engaged over the phone, despite assuring him that it would call and him having reasonable adjustments. He felt it had overlooked things, including that his online access hadn't been disabled. And that instead, it had defaulted to sending a written communication.

In its letter, Virgin Money said they'd reviewed the initial call with Mr K, and it was satisfied that it had been handled appropriately, because he'd only asked about clearing times for paying the cheque at the Post Office. It submitted it couldn't be responsible for information that Post Office staff had later given in refusing to accept the cheque (as it could be banked with them). Therefore, it declined his claim for compensation. Dissatisfied, Mr K referred his complaint to us. He didn't think Virgin Money had looked at things properly.

One of our Investigators reviewed the case, but he didn't think Virgin Money needed to do anything more. He was satisfied the advisor had handled the initial call for advice correctly. He acknowledged there had been some shortcomings in not making call backs during the

complaint process, when Virgin Money had promised to get back to Mr K, however, he could see that it had tried to call him before issuing its final response and if there was any trouble and upset because of this, it was a minor annoyance rather than significant.

Mr K didn't agree - he asked that his complaint be forwarded to an ombudsman, in line with the second and final stage of our process.

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 might not comment on every point, but I'd like to assure the parties that I have looked at everything. In line with this service's role as quick and informal, I'll be focusing on what I consider is the crux of the complaint in deciding what's fair and reasonable.

Having done so, I haven't found Virgin Money made an error in the customer service provided when Mr K first called, which is the interaction that the complaint stemmed from. I've listened to that call, and I can see that he asked about when funds from the cheque would likely clear as he was going to the Post Office to pay it in. Had he asked about banking it at a branch or what information he'd need to take, I may have found differently. But that's not what happened here. So, there isn't a basis for me to require Virgin Money meet his claim for costs.

Strictly speaking, complaint handling on its own isn't a financial activity, so I think there is a potential question over whether the next point is something I have the power to consider under our rules. But even if the lines are somewhat blurred with what happened here and this is something I can look at, I think Virgin Money should have called Mr K again. This wasn't good service and I've no doubt it caused frustration and disappointment, however, I'm not persuaded this resulted in material distress and inconvenience, such that, it warrants compensation. The fact is that the account was eventually closed, and Mr K was still able to refer his complaint to us if he was unhappy with the response from Virgin Money. Considering everything, I'm not going to require any further action be taken to resolve this complaint.

I understand Mr K will be disappointed with the outcome, but this now completes our review of his complaint against Virgin Money.

My final decision

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

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr K to accept or reject my decision before 24 April 2025.

Sarita Taylor
Ombudsman