

## **The complaint**

Mr H complains Clydesdale Bank Plc trading as Virgin Money's actions meant he was unable to access his money for five weeks and that this had a significant impact on him.

## **What happened**

Mr H had a joint account with his now ex-wife.

Mr H called Virgin Money to update his address details so he could open a new account because he and his wife were no longer living at the same address. He says that Virgin Money locked their joint account and that he wasn't able to access his money for over five weeks. He complained to Virgin Money about its incompetence and delays.

Virgin Money looked into Mr H's complaint and accepted that it had made some mistakes for which it offered £300 - £200 in compensation and £100 to cover any travel costs. Mr H complained to our service saying that this "token gesture" was insulting particularly given the severe impact Virgin Money's failures had on his daily life and his ability to purchase a home amongst other things.

One of our investigators looked into Mr H's complaint – having made sure we had Mrs H's consent as the account he's complaining about is a joint account – and said that whilst Virgin Money had followed its process for marital separations it had made a number of mistakes. However, as they thought that compensation Virgin Money had offered was fair and reasonable, our investigator didn't recommend Virgin Money needed to do more.

Mr H was very unhappy with our investigator's recommendations saying that he'd been unable to access £13,000 of his own funds for five weeks resulting in him being unable to pay for basic necessities and for fuel to commute to work amongst other things. He asked for his complaint to be referred to an ombudsman for a decision. His complaint was, as a result, passed to me.

## **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've listened to several calls between Mr H and Virgin Money, including a call on 28 June 2024, a call on 30 June 2024 and a call on 2 July 2024.

On the first call Mr H rings Virgin Money to explain that he's trying to update his address so he can open up a new account. He explains that he and his ex-wife have moved to different addresses as they're separating. The agent he's speaking to – having checked that Mr H is talking about a joint account – explains that Virgin Money has a process for when this happens and that he'll need to go through that process before he'll be able to split the joint account into two accounts so both he and his ex-wife can register their new addresses. That's what he says he wants to ultimately do. The agent offers to start the process there and then – and does so – and explains that Mr H will need to go into branch in order to

complete the process. They explain, amongst other things, that the branch will contact both parties about what happens next. Mr H explains that he's taken a day off work and it's clear that he's hoping everything will be sorted that day. He asks the agent how long the process will take, but all they're able to say is that they've started the process.

On the second call – two days later – Mr H rings Virgin Money to ask why the branch hasn't called him back as the agent had promised. It's clear that Mr H is angry and upset by the time he calls. The agent isn't able to assist – they say only the branch can help him which annoys Mr H further as it's the weekend and he knows the branch isn't open – and they don't put Mr H through to a manager when he asks them to do so. Virgin Money has accepted that the agent should have put Mr H through to a manager. I don't think a manager would have been able to do more, but Virgin Money has accepted this was one of a number of mistakes it made.

I'm satisfied that Mrs H went into branch on 2 July 2024 asking Virgin Money to close the joint account. I'm also satisfied that she signed a form that day confirming that the balance in the account – approximately £13,000 – belonged to Mr H. I'm satisfied that Mr H subsequently received a voicemail asking him to call back in order to unlock his account. He did so and was told that he had to go into branch. I'm satisfied that the voicemail was from the branch and that when Mr H called back the branch had already closed which is why the call was picked up by an agent. The agent tried to explain this and also explained that unlocking the account wouldn't be as simple as changing his address. I can understand why Mr H was even more annoyed when this happened.

I'm satisfied that Mr H visited a branch on 6 July 2024 and was told that he didn't need to sign anything. This was incorrect – and Virgin Money has accepted this. He was subsequently called by the branch handling the joint account to say that he would, in fact, need to sign a form. I'm satisfied that he wasn't able to go into branch again until 13 July 2024 as he works Monday to Friday and the branch's opening hours are limited. I am, however, satisfied that he was able to complete the process then. I'm also satisfied that he asked Virgin Money to keep the joint account open for another week so that he wouldn't have a problem when he was paid his wages.

I'm satisfied, based on what I've said, that Virgin Money locked the joint account – in line with its processes – on 28 June 2024 and that it wasn't until 2 July 2024 that Mrs H signed to say that she was happy that the money in the account was Mr H's. In other words, the joint account was always going to be locked until 2 July 2024 at least. I'm also satisfied that an opportunity to unlock the account on 6 July 2024 was missed. In short, whilst I agree that the joint account was locked for longer than it needed to be, I don't agree that Mr H was without access to the joint account for five weeks because of errors Virgin Money had made or that Virgin Money made an error locking the joint account in the first place.

### **Putting things right**

I accept that this whole process has caused Mr H a lot of distress and inconvenience – I'm sure his ex-wife found it difficult too. Any award I make, however, has to be based on the impact of any errors Virgin Money made – and not to reflect the fact that this must have been a difficult time for both parties given that they were separating.

Virgin Money has accepted it made some errors, and I think it was right to do so. Those errors meant the joint account was locked for a week longer than it should have been rather than five weeks. That's still a long time to be without access to what is a significant amount of money for Mr H. But, taking everything into account, I agree that the compensation Virgin Money has offered is fair so that's the award I'm going to make.

### **My final decision**

Clydesdale Bank Plc trading as Virgin Money has already made an offer to pay £300 to settle the complaint – £200 in compensation and £100 to cover any travel costs – and I think this offer is fair in all the circumstances.

So, my decision is that Clydesdale Bank Plc trading as Virgin Money should pay Mr H the £300 it has offered.

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

Nicolas Atkinson  
**Ombudsman**