

The complaint

Mr B is unhappy that Clydesdale Bank Plc, trading as Virgin Money, stopped sending him monthly statements for his credit card account which he feels impacted his ability to make his contractually required monthly payments to that account.

What happened

In June 2024, Mr B raised a complaint with Virgin because he hadn't received any account statements from Virgin since August 2023. Virgin responded to Mr B and said they had been posting statements to him and noted that it was Mr B's responsibility to have told Virgin if he wasn't receiving those statements. Virgin also noted that it remained Mr B's responsibility to ensure that at least the minimum monthly payment required on the account was made. Mr B wasn't satisfied with Virgin's response, so he referred his complaint to this service.

One of our investigators looked at this complaint. They felt that it was most likely that Virgin hadn't sent paper statements to Mr B from August 2023 to June 2024. Because of this, they said that Virgin should remove any adverse credit file reporting Mr B may have incurred during that time and pay £100 compensation to Mr B for any trouble or upset the non-receipt of statements may have caused. Neither Mr B nor Virgin accepted our investigator's view of this complaint, so the matter was escalated to an ombudsman for a final decision.

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 issued a provisional decision on this complaint on 20 March 2025 as follows:

Mr B has said that because he wasn't receiving paper statements from Virgin that he was unable to make monthly payments towards his account – because Virgin weren't informing him of the minimum monthly amount he had to pay.

I reject this argument from Mr B entirely. This is because I'm satisfied that it remained Mr B's responsibility to make at least the minimum monthly payment required on his credit account every month. And if Mr B wasn't receiving paper statements from Virgin, then the onus was on him to have notified Virgin of this and to have obtained the information about the minimum monthly payment amounts via alternative channels.

For instance, in the absence of a paper statement, Mr B could have called Virgin and told them that he hadn't received a paper statement and asked what the minimum monthly payment for that month was. Alternatively, Mr B – who notably used to manage his Virgin account via an online system which has since been withdrawn by Virgin – could have registered to use Virgin's mobile banking app.

Mr B has said that he doesn't want to use Virgin's app and that there is no obligation for him to do so. This is correct. But I feel that it's also correct to say that if Mr B chooses to not make use of the mobile banking app, then this doesn't diminish or reduce in any way his

responsibility to have obtained information about the minimum monthly payments due on his credit account and to have made payments of at least those amounts every month.

If it were the case that Virgin weren't posting statements to Mr B, at a time that Mr B had it registered with Virgin that he wanted to receive such statements, then I might consider awarding an amount of compensation to Mr B for that fact. Although, as explained above, I don't accept that Mr B's responsibility to make payments to the account was diminished if he wasn't receiving monthly statements in the post.

But upon review, I'm not persuaded that Virgin weren't sending paper statements to Mr B during the time Mr B has said he wasn't receiving them. In their response to Mr B's complaint, Virgin stated that they were posting statements to Mr B during this time. But there is an element of doubt about this point because Virgin's own system notes are somewhat confused about the matter and indicate both that posted statements were and weren't being sent between August 2023 and June 2024 – although Virgin have explained this discrepancy to this service as being a knowledge and training issue with regard specific staff members.

However, as explained above, if Mr B wasn't receiving the paper statements that he was expecting to receive, then I would have expected him to have contacted Virgin about this as soon as he became aware of it. But Mr B doesn't appear to have contacted Virgin for approximately ten months after he says he first started not receiving statements in the post. I say this because when Mr B raised his complaint with Virgin, he mentioned that the issue had been ongoing for many months, and I also note that Virgin have undertaken a review of their contact history with Mr B and have no record of him stating that he wasn't receiving paper statements until June 2024, when he raised his complaint about the matter.

In consideration of the above points, I feel it's most likely that Virgin were sending paper statements to Mr B during the time in question. This is because Virgin's records suggest that this was most likely the case and because Mr B didn't notify Virgin that he wasn't receiving any statements during that period as it would have been expected that he would have done.

Of course, it doesn't necessarily follow that because Virgin were posting statements to Mr B that he was receiving them at his address. But I wouldn't consider holding Virgin accountable for the non-receipt by Mr B of correctly posted statements, given that the delivery of such statements is undertaken by a postal service over which Virgin have no direct control.

All of which means that I don't feel that Virgin have acted unfairly towards Mr B here. Rather, I feel that Virgin were most likely posting statements to Mr B. And I'm satisfied that if Mr B wasn't receiving those statements that his responsibility to make monthly payments towards the account wasn't affected. It therefore follows that my provisional decision here is that I do not uphold this complaint.

Accordingly, I won't be instructing Virgin to make any amendments to Mr B's credit file as he would like. This is because, as explained, I'm satisfied that it remained Mr B's responsibility to have made at least the minimum monthly payments to his account. And if Mr B didn't do this, then I feel that it's fair that Virgin should accurately report this.

Mr B is also unhappy with how Virgin have handled his complaint about this matter. However, as per the rules by which this service must abide – which can be found in the Dispute Resolution ("DISP") section of the Financial Conduct Authority ("FCA") Handbook – this service is only able to consider complaints about specified activities, of which complaint handling isn't one. In short, this means that this service can't consider a complaint about how a business has handled a complaint. And this means that this aspect of Mr B's complaint isn't one that it's within the remit of this service to consider.

Finally, it's my understanding that Mr B may have withheld payment to his Virgin account while his complaint about this matter has been ongoing. However, in the same way Mr B's responsibility to make at least the minimum monthly payment to his account wasn't reduced or diminished if he didn't receive paper statements, it also isn't reduced or diminished because he has a complaint under review. And so, if Mr B hasn't made his contractually required payments to the account while this complaint has been ongoing, then I would feel that it would be fair for Virgin to accurately report those missed payments to his credit file.

Mr B responded to my provisional decision and raised several objections to it, including that he is of the understanding that Virgin can't force him to receive digital statements. I'm in agreement with Mr B in that regard. But I remain satisfied that the overarching principle of relevance here is that Mr B's responsibility to have made at least the contractually required minimum monthly payments wasn't in any way reduced or diminished because Mr B wasn't receiving paper statements.

With that principle in mind, Mr B could have obtained statement information online, or could have called Virgin and obtained that information via that channel (at which time he could also have notified Virgin that he wasn't receiving paper statements). And if Mr B wasn't receiving paper statements, and chose not to obtain his statement information by any of the alternative channels available to him, then I feel that Mr B himself should be considered responsible and accountable for his lack of statement information about which he here complains.

Mr B has also said that if he didn't issue an invoice to a customer, that he wouldn't expect that customer to pay. But like the above, I'm satisfied that Virgin did make the statement information available to Mr B, but that Mr B didn't take action to obtain that statement information via an alternative channel when he didn't receive it in the post. And again, because of this, I consider Mr B himself to bear the responsibility and accountability for any lack of statement knowledge he may be unhappy about.

Mr B also reiterated his dissatisfaction surrounding Virgin's actions when he complained to them that he wasn't receiving paper statements. But as explained in my provisional decision, this service doesn't have the remit or authority to consider points of complaint about how a business has handled a complaint.

All of which means that I remain satisfied that Virgin haven't acted unfairly towards Mr B, for the reasons both explained in my provisional decision and reiterated above.

It therefore follows that my final decision here is that I do not uphold this complaint against Virgin or instruct Virgin to take any further or alternative action. I hope that Mr B will understand, given what I've explained, why I've made the final decision that I have.

My final decision

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 1 May 2025.

Paul Cooper
Ombudsman