

The complaint

Ms D complains that Clydesdale Bank Plc trading as Virgin Money (Clydesdale) has failed to send her important documents regarding her mortgage account following her separation from the joint account holder, despite having repeatedly requested these.

What happened

Ms D and her ex-partner jointly owned two properties mortgaged with Clydesdale. In 2018, they divorced and the court ordered that Mrs D would be sole owner of one property and her ex-partner would be the sole owner of the other. However, they each remained on the mortgage for both of the properties.

Ms D is unhappy with various aspects of Clydesdale's management of her mortgage since she became sole owner of one of the properties.

She says that Clydesdale has:

- Failed to send her important information regarding her mortgage, including annual mortgage statements and correspondence about rate changes, since 2018.
- Failed to address her request to be ranked first in preference to her ex-partner on the mortgage statement for a property which is solely owned by her. She says that she feels discriminated against.
- Failed to provide a suitable online mortgage account in order for her to view details of her annual statements and correspondence about the mortgage account.

Ms D says that she needs to access the information about her mortgages for court hearings and financial applications and that she has spent an enormous amount of time since 2018 trying to access her mortgage records and correspondence. She says that this has caused her financial loss, frustration, stress and inconvenience.

Ms D says that she has had to request copy statements every year since 2018 and asked for the issue with Clydesdale's lack of communication with her to be rectified. She says that on some occasions the documents were sent but mostly not. When she made her recent complaint, Clydesdale responded in October 2024 claiming that the issue had been resolved and that she would receive her annual statements by post in future. However, Clydesdale then failed to send her December 2024 annual statement.

Clydesdale has confirmed that, whilst the consent to change the title of the property into Ms D's sole name was granted in 2020, the mortgage account remains in joint names so it would still issue correspondence to both parties. It says that when it is made aware of a separation, all correspondence is addressed to the bank itself care of 'CYB Mortgage Services' and each party is sent a copy. In its final response sent in October 2024, Clydesdale agreed that only part of the correct process to amend Ms D's address had been followed, which resulted in copies of the documents not being issued to Ms D. It said that it would ensure that the correct process was followed going forward so that she was issued with copies of all correspondence.

In respect of reversing the order of the names on the mortgage account, Clydesdale says that this is not possible as it is unable to change the information input at the time the account was opened. In respect of Ms D's online mortgage account, Clydesdale says that it does not offer online access to mortgage statements and other correspondence, and it is only the

mortgage balance which can be viewed online. It agreed that the waiting times on its phone lines were unacceptable. Clydesdale offered Ms D £100 to apologise for the distress and inconvenience caused by the issues with the correspondence and an error when logging her complaint.

Our Investigator looked into Ms D's case and concluded that Clydesdale had not acted fairly in respect of sending the statements and other correspondence about the mortgage account to Ms D. There was no regulatory requirement for Clydesdale to send these to Ms D as it was a buy-to-let (BTL) mortgage. However, Ms D had requested the documentation and Clydesdale had attempted to send it, but for reasons unknown this had not worked. The Investigator did not think that this was fair or reasonable and recommended that – if Clydesdale's current attempts to fix the address issues were not working – it needed to work with Ms D to find an alternative way to provide her with any statements or correspondence. He also recommended that Clydesdale pay Ms D £300 for the distress and inconvenience caused, given the length of time that the issue has been going on.

In respect of the order of names on the correspondence, the Investigator found that this was due to the set-up of the account and Ms D's ex-partner being the first applicant. He concluded that this was not an example of Clydesdale acting unfairly or unreasonably and did not recommend that it did anything further in this respect. In relation to online banking, the Investigator found that this was not a regulatory requirement and he could not say that Clydesdale had acted unfairly in terms of providing an inadequate online banking service.

Clydesdale agreed to pay the £300 in respect of the distress and inconvenience caused. It did not respond to the Investigator's recommendations that it find an alternative method to provide Ms D with statements and correspondence relating to her mortgage account. Therefore, the case has come to me to make a decision.

Ms D accepted the Investigator's view and reiterated that the problems with the communication from Clydesdale are ongoing. She says that there have been several Bank of England base rate changes since she made her complaint and she has not received any correspondence regarding these from Clydesdale.

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.

Ms D and her ex-partner jointly owned two properties mortgaged with Clydesdale. In 2018, they divorced and the court ordered that Mrs D would be sole owner of one property and her ex-partner would be the sole owner of the other. However, they each remained on the mortgage for both of the properties.

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Putting things right

For the reasons set out above, I uphold this complaint and require Clydesdale to:

- Work with Ms D to agree a suitable method to ensure that that she receives her mortgage statements and other correspondence relating to the mortgage when they are produced. This should be one which suits Ms D's needs.
- Pay Ms D £300 in respect of the distress and inconvenience caused.

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My final decision

For the reasons I've explained above, I uphold this complaint against Clydesdale Bank Plc trading as Virgin Money and require it to put things right as set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms D to accept or reject my decision before 20 August 2025.

Rachel Ellis
Ombudsman