

The complaint

Mrs W complains that Clydesdale Bank PLC trading as Virgin Money failed to provide evidence that it had sent her emails advising of the pending maturity of her ISA. And that it failed to advise her properly regarding transferring to a new ISA leaving her to lose her ISA allowance for the present tax year.

What happened

In April 2025 an ISA Mrs W had with Virgin Money matured. However, she says that she received no notice of this and contacted Virgin Money in early May 2025 about transferring to a new ISA. She says she didn't receive appropriate advice about this and she panicked, believing that her funds were in an account with a very low interest rate. So, she withdrew all the funds to her current account and only later realised that by doing so she had lost her ISA status for those funds.

Mrs W made a complaint to Virgin Money that it had failed to advise her about the maturity of the ISA and her loss of the tax-free allowance. She further said that, with regard to another ISA she held, she hadn't been advised that it matured in January 2026 rather than December 2025 when she needed the money. And would suffer a loss of interest penalty if she withdrew the money early.

Virgin Money said that it had sent Mrs W two emails advising of the pending maturity of her ISA. It further said that in the telephone conversation in May 2025 it advised how to transfer the funds into a new fixed rate ISA without losing her ISA status. In respect of Mrs W's other ISA, it advised that when going online to complete the investment the key product information (KPI) was available which set out the maturity date.

On referral to the Financial Ombudsman Service, our Investigator said he was satisfied that Virgin Money had acted fairly and provided clear information, so he wouldn't be asking it to do anything further.

Mrs W didn't agree, particularly in respect of the evidence produced of emails and the lack of a recording of the telephone conversation.

The matter has been passed to me for review.

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.

Where the evidence is incomplete or contradictory, as some of it is here, I have to make my decision based on what I think is most likely to have happened. I have a duty to be impartial so I have to assess both parties' evidence fairly.

With regard to the pending maturity of Mrs W's ISA, Virgin Money says that it sent Mrs W two emails on respectively 9 and 12 April 2025 advising that the ISA was shortly due to

mature. I appreciate that the copy emails Virgin Money has sent us aren't copies of the actual email sent, rather they are generic showing the information that is contained in such emails. We wouldn't necessarily expect Virgin Money to keep individual copies of each of those emails having regard to the number of customers it would have with ISAs with pending maturity dates. Virgin Money has also produced its computer log detailing the exact date and time and the email address to which they were sent. I'm satisfied that this is adequate evidence that they were sent. The email address accords with what we have for Mrs W.

I appreciate that Mrs W says that she didn't receive those emails, and sometimes emails can go astray. But I'm satisfied that Virgin Money took reasonable steps in this respect.

For the telephone call which took place on 7 May 2025 I'm aware that we don't have a copy of the recording and, when asked, Virgin Money was unable to produce such a copy. I know this is unsatisfactory. But bearing in mind the purpose of the phone call and the brief note made of it, I think it likely that the adviser told Mrs M that the maturity date had expired and they also told her how to transfer the money into an ISA without the funds losing their ISA status.

I don't find that Mrs W was told she would lose her ISA status if she transferred the monies to a current account as there's no evidence that that was her intention at the time. When she did transfer the monies, I think it's likely that she wanted them to earn a higher interest rate as she was concerned that the monies were in a very low-interest account. But having regard to the screens she would have seen when she did this, I'm satisfied that these show a warning setting out:

"You've chosen an account which is not a cash ISA. If you transfer money from your maturing ISA into this account you will lose the ISA tax-free status on the money you transfer.

if you accept that you will lose the ISA tax-free status select 'Continue'. Alternatively Choose 'Cancel' to review your selection."

So I think that Mrs W was told about how to move her funds into an ISA and that she was warned subsequently that she would lose her ISA tax-free status when transferring the funds into a non-ISA account.

As regards the other ISA, it's clear from the screenshots that Virgin Money has provided that KPI, including the date of maturity of the ISA is available when the customer applies for the product online. As Mrs W was making this application online and not through an adviser, I would expect her to have ensured that she knew about the maturity date when she applied.

So overall I'm satisfied that Virgin Money provided appropriate information to Mrs W about her ISA maturing and how to reinvest those monies and about the maturity date of her other ISA. So I won't be asking Virgin Money to take any action.

My final decision

I don't uphold the complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs W to accept or reject my decision before 7 October 2025.

Ray Lawley
Ombudsman