

### **The complaint**

Ms F complains Clydesdale Bank Plc, trading as Virgin Money ('Virgin') did not send her SMS alerts for her current account, which in turn caused her to incur charges.

### **What happened**

I issued my provisional decision to both parties explaining why I thought Ms F's complaint should be upheld and invited both parties to provide any further evidence and / or submissions in reply.

The background to this complaint was set out in my provisional decision together with my provisional findings which are both copied below and now form part of this final decision.

#### Background

Ms F set up alerts on her account to let her know when she did not have enough in her account to be able to make a payment and to make her aware when her account balance dropped below £50.

Ms F said she received no alerts from February 2023 (when she last complained about this problem) until she received SMS on 6 February 2025. Ms F said she wanted Virgin to look back over their records to ascertain when she had incurred charges due to their failure to send her alerts. To resolve things Ms F said the charges should be refunded to her. Ms F also raised a complaint point with Virgin that she had not been called back when promised.

Virgin reviewed Ms F's concerns and concluded they had not done anything wrong as Ms F had been sent alerts when needed and noted Ms F also had a responsibility to monitor her own account. Virgin paid Ms F £25 for not calling her back when they had promised. Virgin also looked back over Ms F's previous 2023 complaint but concluded that had been fairly handled.

Our Investigator noted Ms F's complaint from 2023 was too late for this service to consider, and they reviewed Ms F's recent complaint. The Investigator concluded Ms F's complaint should not be upheld as Virgin had issued Ms F with alerts for her account, and they also noted Ms F's responsibility to monitor her own account. The Investigator said charges had been applied in line with the terms and conditions Ms F had agreed to for the account.

Ms F disagreed and provided a breakdown, obtained from her mobile phone provider, of the text messages she had received, covering the period from June 2024 until February 2025. The only text messages showing from 'Virgin' for that period were from 6 February 2025. Ms F said it was reasonable for her to rely on the alerts.

#### Provisional findings

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

I've only included a summary of what's happened above, and while I may not respond to every point each party has raised, I have reviewed all the submissions available and focused on what I consider relevant to reaching a fair and reasonable resolution in this matter.

To reach a fair and reasonable decision I have taken into account any relevant law and regulations, regulator's rules, guidance and standards, codes of practice and (where appropriate) what is considered to have been good industry practice at the relevant time.

It should be noted that my role is not to fine or punish a firm, or to interfere with a firm's systems, processes or controls – these are all considerations for the appropriate regulator.

Ms F's concerns relate to the charges she has incurred due to not receiving alerts from Virgin. However, Ms F has not listed out the charges she is disputing, rather she has referenced a period of time she believes Virgin was at fault, between February 2023 and 6 February 2025.

Based on Ms F's statements during the period in question it would appear Ms F incurred a total of £88 in charges.

Virgin has confirmed the mobile phone number they hold for Ms F is the same as the mobile phone number Ms F has provided this service with, so they held the correct contact number for Ms F.

Ms F's records from her mobile phone provider are only able to go back a certain amount of time. As noted above, between 22 June 2024 and February 2025, Ms F's phone records show during that time the only SMS from Virgin were received on 6 February 2025.

Virgin's records of SMS history to Ms F up until 24 June 2024, show Ms F was sent several SMS in each of the following months: March 2023, September 2023, December 2023, January 2024, March 2024 and June 2024.

Up until June 2024 Ms F was charged a total of £16. After June 2024 Ms F was charged £72.

I have considered Ms F's responsibilities to monitor her own account – the account terms and conditions remind customers to ensure they have sufficient funds in their account to meet financial obligations. The terms and conditions also reference budgeting tools that Virgin offer customers to help track and manage their accounts.

Ms F has said she relied on the alerts to help manage her account. It is apparent that prior to June 2024 Ms F's charges were far less during the period Virgin have evidenced that alerts were being sent to Ms F – so I am persuaded by what Ms F has said. It is also apparent from Ms F's statements she had access to another account with a different financial provider which she used to top up this account balance when it fell low. So, I think it reasonable to say Ms F would more likely than not – for the most part - have acted if she received alerts.

As, to date, Virgin have not provided any evidence of alerts post June 2024, and Ms F's mobile phone records show no SMS from Virgin from June 2024 until February 2025, I am persuaded - at this time - to say that Virgin should pay Ms F £72 for the charges she incurred post June 2024 until February 2025. I say this as I think Ms F more likely than not would've taken action to prevent charges being applied to her account had she received the alerts.

I note that from January 2025 Virgin have changed some of their charges on the account, and I note there do not appear to be any charges applied to Ms F's account in her more

recent statements from March 2025 to October 2025.

In the circumstances I'm not persuaded to award any more than this in relation to the charges based on the evidence and submissions I have, as I think this is fair and reasonable in the circumstances.

I've noted Virgin's payment of £25 to Ms F to recognise they ought to have called her when they promised to do so, and I think this is fair in the circumstances to recognise the inconvenience of this to Ms F, so I'm not minded to award any more on this point.

#### Responses to my provisional decision

Virgin replied to my provisional decision and confirmed they would agree to pay Ms F £72 to resolve the matter.

Ms F did not respond to my provisional 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.

As Virgin have accepted my provisional decision and agreed to pay Ms F the proposed award, and because Ms F has not responded to my provisional decision, neither party have provided me with any further submissions or new evidence to consider, therefore I see no reason to depart from the conclusions reached in my provisional decision.

That is, in the circumstances, it is reasonable to say Ms F more likely than not would have taken steps to prevent charges being applied to her account had she received the alerts.

#### **Putting things right**

Clydesdale Bank Plc, trading as Virgin Money should pay Ms F £72.

#### **My final decision**

For the reasons above, my final decision is that Ms F's complaint is upheld and Clydesdale Bank Plc, trading as Virgin Money should put things right as I've described above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms F to accept or reject my decision before 19 January 2026.

Kristina Mathews  
**Ombudsman**