

## The complaint

Mr D complains Clydesdale Bank Plc trading as Virgin Money (Virgin) failed to send him certificates of interest despite requesting them multiple times.

## What happened

Mr D explained he telephoned Virgin on 2 June 2025 to request the certificates of interest for his two accounts for the previous tax year. Mr D said Virgin told him it would post the certificates out to him and this would take between three and five working days.

Mr D said he didn't receive these certificates so telephoned Virgin again to ask for them on 2 July, Virgin again told him it would post the certificates out and he would receive them in three to five working days. Mr D also submitted a screenshot showing he also requested the certificates online on 2 July and received an automated confirmation stating he would receive them within the next four weeks.

Mr D explained he didn't receive the certificates, so spoke with a named adviser in Virgin's complaints team on 31 July. They agreed to email him the certificates, but this didn't happen.

Mr D called again on 6 August to request the certificates. On 3 September he called Virgin again having still not received the certificates, this time an adviser finally emailed the certificates to him.

Mr D explained he has had difficulty obtaining certificates of interest for his Virgin accounts in previous tax years. Mr D provided evidence to our service of past complaints about not receiving certificates.

Mr D explained his preference is to have certificates of interest online or emailed to him. He explained he is disabled and believes Virgin should make this provision for him as a reasonable adjustment under the Equality Act, without him having to request them. Furthermore, he notes Virgin has had to email the certificates to him anyway over the past few years.

Mr D also explained the impact on him was greater due to his disability, explaining it sadly took him many additional hours to request the certificates, complain and pursue this matter with Virgin. Mr D stated he is concerned the same issue will occur again next year, and wants some action taken by Virgin to ensure he doesn't have to go through this again.

Virgin initially responded apologising recognising it had generated the same certificate twice, rather than provide one certificate for each of Mr D's separate account. Virgin accepted this was a mistake. Virgin also said it appeared posted statements may have been lost in the post, as they had before, and agreed to send them out to Mr D by secure email.

Virgin later said it had identified requests for certificates of interest hadn't been '*actioned*' and apologised. Virgin clarified, following further investigation, certificates were set up to go out digitally and should be available through Mr D's mobile app. Virgin said such statements from previous years may have also been sent out digitally to his mobile app, which would explain why Mr D didn't receive them through the post as he expected.

Virgin provided a link to Mr D to access the necessary information and said he could apply online for these certificates in future. It apologised for the issues Mr D had experienced and paid £75 compensation for the distress and inconvenience it had caused.

Virgin said Mr D's certificates were now set up digitally and *'will only be sent out to you through your mobile app, if you requested this which you did.'*

Our investigator thought Virgin should pay Mr D additional compensation of £75 for the distress and inconvenience it had caused him. They explained Virgin could have communicated with Mr D in a clearer way but also recognised Virgin were able to set its own policies about how customers need to ask for certificates of interest.

Mr D explained in his response to our recommendation he understandably remains concerned the issues would occur again this year.

As Mr D rejected our investigator's recommendation, his complaint has been passed to me to make 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 appreciate how strongly Mr D feels about his complaint. Although I may not mention every point raised, I have considered everything but limited my findings to the areas which impact the outcome of the case. No discourtesy is intended by this, it just reflects the informal nature of our service.

Where evidence is incomplete, inconclusive or contradictory, I have to make decisions on the balance of probabilities, that is, what I consider is more likely than not to have happened in light of the available evidence and the wider surrounding circumstances.

I was sorry to see Mr D has clearly struggled to obtain his certificates of interest from Virgin over the past few years. This decision can only consider the most recent issues with his certificates, as explained above, but I can clearly see the wider context here.

Virgin has provided our service with internal notes from several years ago showing it decided not to issue certificates of interest to customers in certain circumstances, this includes where interest accrued is under £500.

I can see Mr D accrued significantly below this threshold, less than £30 interest across his two accounts, so can see why it didn't issue a certificate automatically. The notes also show customers who don't meet this threshold can manually request certificates.

I am satisfied this is a reasonable business decision Virgin is entitled to make. It is also in line with what other businesses choose to do in similar circumstances. However, I note there is a way for individuals who do not meet the criteria to request certificates.

Virgin has also provided evidence from its systems showing Mr D's profile was set up to receive digital statements via its online platforms. Virgin said Mr D should therefore be able to see his certificates of interest, once requested and completed, on the app.

I appreciate this is what Mr D has said he wants, to receive such information digitally, so I hope this clarification means further certificates will be available for him online shortly after he requests them from Virgin. I also note Virgin has already supplied a link and explained where Mr D should be able to find these certificates in future after he requests them.

However, I do accept there has been a significant level of misinformation and miscommunication about the certificates, which has understandably caused Mr D confusion and inconvenience.

Without going into detail, as both parties are aware of the circumstances and I have set out a summary above, the evidence shows Mr D contacted Virgin numerous times about these certificates. I am persuaded on balance Mr D wasn't provided with a satisfactory and definitive answer about what had occurred, which included telling him the statements had been lost in the post, when this appears not to have been the case.

I also note Virgin still emailed the certificates out to Mr D, despite it later stating the certificates were likely available on his online portal.

I am therefore satisfied Virgin provided poor customer service between early June and when Mr D finally got access to the certificates. I will consider what I think is reasonable compensation for this later.

Moving on to the points Mr D has made regarding reasonable adjustments, I understand Mr D thinks Virgin should make these certificates available automatically. I appreciate Mr D has alluded to reasonable adjustments under the Equality Act, and I have considered this when making my decision, as it is relevant legislation, but my remit is to decide what is fair and reasonable. Only a court can decide whether Virgin has breached Mr D's rights under this legislation.

The evidence both Mr D and Virgin has provided show Mr D can request the certificates remotely, either by telephone or online. It appears Mr D uses both these methods of communication to contact Virgin. This would therefore appear to be a reasonable and fair option in the circumstances, provided it works as it should.

As Virgin has now clarified these certificates won't be posted out and will be sent to Mr D via its online portal after Mr D requests them, I am reasonably satisfied steps have been taken to avoid these issues in the future. However, Mr D can certainly bring any such issues to our service again if this matter occurs in the future after raising a complaint with Virgin.

I will now consider what is fair and reasonable compensation for the failure of Virgin to provide the certificates and the poor service it provided.

I can see the distress and inconvenience caused by the issues above were due to several small errors, which required a reasonable effort from Mr D to sort out. However, I am mindful that the certificates were apparently provided well within time for any self-assessment submission date and the issues appear to have lasted several weeks.

Our investigator has effectively recommended a total of £150 compensation for the impact of the distress and inconvenience. Having carefully considered this, I am satisfied this is fair and reasonable and in line with the general framework our service uses when assessing compensation amounts, details of which can be found on our website.

I appreciate Mr D may not be satisfied with this compensation, but I trust I have explained in sufficient detail why I am persuaded this is a fair and reasonable award in the circumstances.

I hope this decision helps to clarify the circumstances around future certificates of interest for Mr D and also hope this issue doesn't occur again.

### **My final decision**

For the reasons I have given, my final decision is I require Clydesdale Bank Plc trading as Virgin Money to pay Mr D a total of £150 compensation for the distress and inconvenience it caused him, minus any payments it has already paid.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr D to accept or reject my decision before 16 March 2026.

Gareth Jones  
**Ombudsman**