

complaint

Mr G complains that Virgin Money plc places direct marketing information on his online account.

our initial conclusions

The adjudicator did not recommend that the complaint should be upheld. This was because the information was not direct marketing. As such, it was not in breach of ICO rules.

Mr G does not agree. He says, in summary, that Virgin can remove the information which amounts to direct marketing. Mr G should not have to see this on his personal banking page.

my final decision

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

As Mr G is aware, the ICO's role is to regulate and enforce the Data Protection Act and the Privacy and Electronic Communications Regulations. It has its own powers to deal with breaches of the relevant rules. By contrast, this Service determines disputes. We are not a regulator, and will only make an award of compensation where we consider it fair and reasonable to do so.

Although Mr G has raised some very valid issues, I note that the ICO has considered the same complaint that Mr G has brought to us. The ICO was of the opinion that Virgin has not breached the Data Protection Act. This is because the adverts that Mr G sees when he is logged into his online Virgin account are not tailored or personalised, and the same adverts are displayed to every online user.

As the regulator of the legislation in the area has found no breach, I do not find that Virgin has acted unreasonably in putting marketing material on Mr G's online banking page. If Mr G is unhappy with the findings of the ICO, he needs to raise this with it. Alternatively he can discuss his complaint with the Financial Conduct Authority who regulates the financial services industry.

My decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I am required to ask Mr G either to accept or reject my decision before **25 January 2016**.

The ombudsman may complete this section where appropriate – adding comments or further explanations of particular relevance to the case.

ombudsman notes

what is a final decision?

- A final decision by an ombudsman is our last word on a complaint. We send the final decision at the same time to both sides – the consumer and the financial business.
- Our complaints process involves various stages. It gives both parties to the complaint the opportunity to tell us their side of the story, provide further information, and disagree with our earlier findings – before the ombudsman reviews the case and makes a final decision.
- A final decision is the end of our complaints process. This means the ombudsman will not be able to deal with any further correspondence about the merits of the complaint.

what happens next?

- A final decision only becomes legally binding on the financial business if the consumer accepts it. To do this, the consumer should sign and date the acceptance card we send with the final decision – and return it to us before the date set out in the decision.
- If the consumer accepts a final decision before the date set out in the decision we will tell the financial business – it will then have to comply promptly with any instructions set out by the ombudsman in the decision.
- If the consumer does not accept a final decision before the date set out in the decision, neither side will be legally bound by it.