

The complaint

Mr M complains about the service he's received from Clydesdale Bank Plc trading as Virgin Money.

What happened

Mr M holds a Virgin credit card. He's made a number of complaints regarding distinct issues. I have summarised Mr M's concerns below:

- On 10 December 2022, 10 February 2023 and 13 April 2023 Mr M says he was unable to log in and make payment through the mobile app
- On 16 March 2023 Mr M says his card was declined when making a purchase when there were funds available. Mr M explains that he didn't have any other way to pay so had to leave the retailer without completing what was an essential purchase
- On 31 March 2023 and 5 April 2023 Mr M had to call Virgin's complaints teams repeatedly to chase up a compensation payment that had been offered in connection to a different matter, wasting his time.
- In May 2023 Mr M made a request to change his payment date. He received an email acknowledging the request, but no confirmation as to whether the change had been made. He explains that he had to contact the bank using its live chat to confirm it had been done. When he'd not heard and it was close to the old payment date, he didn't know where he stood.

In June 2023 Mr M made a complaint about these matters. He explains that he had to chase things up in August as no contact had been received. Mr M says he was forgotten about, and that Virgin wouldn't have replied at all if he hadn't chased.

Virgin issued its final response on 6 September 2023. It offered Mr M £100 for the poor service he'd received. It explained that it couldn't work out if the declined transaction was due to a Virgin fault because of the amount of time that had now passed. It acknowledged that there are sometimes temporary issues with its mobile app and was sorry if Mr M had been impacted.

Mr M was unhappy with the bank's response and referred the complaint to us. To put things right, he wants an apology from the bank and to be properly compensated for each of the errors that have been made.

One of our Investigators looked into the matter and felt what Virgin had already offered was fair compensation for minor inconveniences. Mr M disagreed. He said Virgin had made a large number of errors, and they were all a major inconvenience from a customer's point of view. He didn't think the compensation was anywhere near satisfactory and said the Investigator should put themselves in the customer's shoes to understand the impact all these issues had on him. He was also concerned that the Investigator had got some of the dates wrong in the investigation and asked him to have another look.

Upon review, our Investigator said it was outside of the powers of this service to look into complaint points solely about the way that Virgin had handled a complaint. He agreed that what Mr M had described happening would be frustrating, but still felt the compensation already offered was reasonable. He asked Mr M to tell us more detail about the inconvenience he'd been caused.

Mr M replied to say he was caused great inconvenience over a number of days. He said that not being able to log into the app three separate times caused him distress as he wholly relies on this method of accessing the account to check his balance and make payments. He explained it was important for him to know if the payment date had been changed in time for the upcoming payment. He added that it was an inconvenience to chase the bank up, which took a great deal of his time.

Our Investigator remained of the opinion that the compensation offered fairly reflected the level of distress and inconvenience Mr M faced. Mr M replied to say he'd been left in limbo about whether the change in payment date had been done and what payment date would be used for the upcoming statement. He said it was extremely serious that the bank didn't reply to his complaint within the allowed timescales and that it was time consuming for him to chase the matter up. Mr M felt there were outstanding points that had not been addressed, but our Investigator felt Mr M hadn't gone into enough detail about how the events had impacted him so greatly. As no agreement could be reached, the complaint has now been referred to me.

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.

Having done so, I have come to the overall view that I don't require Virgin to do anything further in the circumstances of this complaint. I anticipate Mr M will be disappointed by my decision, so I will explain why.

Our service awards compensation if we're satisfied that a business's mistake means a consumer has lost out financially. And we can make an award if the mistake has caused a consumer distress and inconvenience.

Mr M feels strongly that Virgin has not compensated him appropriately. But I've not seen any evidence that suggests Mr M has lost out financially from the matters he's highlighted. He's not told us that he'd missed any payments, or that he's incurred any charges or additional interest because of the problems he's described. But I do agree the issues he's described experiencing would be frustrating and inconvenient. So, the only thing I must consider is the level of compensation Virgin has offered to acknowledge this distress and inconvenience.

Mr M wants Virgin to compensate him for each of the errors that have been made. But there is no formula or tariff that applies when considering fair compensation. I can make awards for the impact of a mistake, but not for the fact a mistake happened. In order to determine whether Virgin's offer is fair, I look at all of the circumstances.

Our Investigator asked Mr M to tell us more about the practical and emotional impact Virgin's mistakes had on him in order to better understand how Mr M had been affected. Mr M said matters caused him great inconvenience and required a great deal of his time to resolve, but he didn't specifically say when or how, nor did he provide any supporting evidence to show the number of times that he'd contacted the bank. I can see why Mr M would find the errors he's complained about frustrating. But what Mr M has said isn't enough for me to be as sure as I would need to be that he was significantly disrupted by them to the extent that Virgin's

offer of compensation would not be appropriate. He's not provided any evidence of the extra efforts or trouble that he's had to go to because of the mistakes, and I'm also mindful that the first time Virgin had been told of some of these issues was when Mr M raised his complaint.

In addition to this, complaints about complaint handling and the complaint process are not, on their own, a matter that falls within our jurisdiction. This means that we don't have the power to consider complaint points referred to us solely about complaint handling. Mr M's complaint point about the bank's delay when paying the compensation it offered in a previous complaint is purely about the way Virgin handled another complaint he'd made. But this isn't a regulated financial activity, so it isn't something I can consider further.

I think the £100 Virgin has already offered Mr M in connection with the matters he's raised is sufficient and largely puts right the impact caused to him as I understand it to be. As such, I don't think I can fairly and reasonably require Virgin to do anything else to resolve his complaint.

My final decision

For the reasons I've explained, I'm not upholding Mr M's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 25 March 2024.

Claire Marsh
Ombudsman