

## The complaint

Mrs S complains that she didn't get a chequebook she ordered from Clydesdale Bank Plc trading as Virgin Money (Virgin).

## What happened

Mrs S ordered a chequebook from Virgin on 1 November 2023, but it didn't arrive.

Mrs S complained. She said she had had an acknowledgement of her order of the chequebook dated 1 November 2023.

Virgin said they'd not made an error. They had no record of Mrs S having ordered a chequebook. They ordered one at the time of the final response (28 November 2023).

Mrs S brought her complaint to us. Our investigator upheld it. He could see that Mrs S had got an online acknowledgement of the order – dated 1 November 2023. Virgin told him (as part of the investigation) that a customer's first chequebook couldn't be ordered online - they had to call Virgin.

But as Virgin's system allowed Mrs S to create an online order for her first chequebook, and provided an acknowledgment of the order, he said this created an expectation that Mrs S would get a chequebook.

He said Virgin should pay compensation of £25.

Virgin didn't agree, they said the online ordering page on the website was clear – that for a first chequebook Mrs S should call Virgin and not ordered one online.

Mrs S didn't agree either. She said compensation of £65 was fair for the stress and inconvenience she had suffered.

Therefore, Mrs S' complaint has come to me to look at. **(continued)**

## 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.

The crux of this complaint is that Mrs S went online to order her first chequebook from Virgin. The website page said "*Order a new chequebook...already had a chequebook for this account? Go ahead and order a new one now. We'll send it to your registered address within 7-10 business days....*"

*Never had a chequebook before? Give us a call and we'll get one ordered for you".*

Mrs S got an acknowledgement which said *"your chequebook is on its way....will be popped through your letterbox within 7-10 business days"*.

I asked Virgin when Mrs S opened her account – it was in May 2020, but this was her first chequebook. Therefore, under Virgin's process, she needed to call the bank to order a chequebook.

But on the other hand, I can see that Mrs S did get an acknowledgement which clearly said she was going to get the chequebook within a few days – so I can see how she thought she had done the right thing, and as far as she was concerned, the chequebook was on the way.

Virgin say that Mrs S should've seen (on the preceding page on the website) – that she needed to call Virgin. But I don't think that's a reasonable thing for Virgin to argue – the bank sent her confirmation the chequebook was on the way, and that's the important piece of evidence here.

Virgin then sent a chequebook to Mrs S (as part of their final response) – and I've seen the bank's records which confirms that was done on 1 December 2023. Mrs S has further argued that she didn't receive it. But here – as I've seen proof it was ordered, I'm persuaded it was sent – and the problem may well lay with the postal services, for which I can't reasonably hold Virgin responsible.

Virgin accepted our investigator's view that compensation of £25 was reasonable. Mrs S argues she wants £65. I can accept that what happened was frustrating. But equally, I've not seen any evidence as to the impact the lack of a chequebook had on Mrs S – as it's reasonable for me to say there are several other ways to do banking nowadays, including online, telephone and mobile banking.

The criteria for how we decide awards is laid down on our website at:

<https://www.financial-ombudsman.org.uk/consumers/expect/compensation-for-distress-or-inconvenience>

I've considered what is a reasonable way to settle this complaint in the light of this criteria. There is an argument to say that a simple apology is enough for what happened. But, on balance - I'm persuaded that £25 is sufficient here.

### **My final decision**

I uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs S to accept or reject my decision before 11 June 2024.

Martin Lord  
**Ombudsman**