

## **The complaint**

Mr T and Mrs T complain about Clydesdale Bank Plc trading as Virgin Money (Virgin) in that they missed out on credit interest. As a resolution, Mr and Mrs T want Virgin to pay the interest owed. Mr & Mrs T are represented by a third party who I'll refer to as B.

## **What happened**

In January 2024, B gained authority to manage the accounts of Mr & Mrs T and on examining the accounts they held with Virgin, realised that only a small proportion of the money held was earning credit interest. B quickly tried to open savings accounts for Mr & Mrs T but encountered issues about which B telephoned Virgin. In response, B was told he would have to present himself at a Virgin branch, the closest of which was over two hours away. As a result of the interest issue and the requirement to attend a branch, B wrote to Virgin to log a complaint. In it, B said he was unhappy Mr & Mrs T had missed out on interest as he could not understand why linked savings accounts were never opened, especially in view of the fact they were known at their local branch. B added a third issue to the complaint which was that Virgin had written to Mr & Mrs T despite B stipulating that all correspondence should be sent to him.

Virgin investigated the complaint and upheld two of the three issues. In terms of interest, they said all accounts are self-managed and there is no requirement to open a linked saver, plus they do not give advice to customers about their products. Virgin did apologise for the information they gave about attending a branch, and also for the correspondence they sent to Mr & Mrs T. Consequently, Virgin credited £7.25 interest for a period between B applying for the savings accounts, and them being opened: plus £250 compensation.

Unhappy with Virgin's response, and feeling that the savings account should have been opened at the same point as the current accounts for Mr & Mrs T, B brought his complaint to our service.

Our investigator completed a full investigation and did not uphold the complaint, saying they had not seen enough to say Virgin had done anything wrong, and they were not persuaded Virgin had acted unfairly so could not ask Virgin to do anything. Our investigator went on to say that Virgin are not responsible for the accounts their customers choose and do not give advice.

B disagreed with this outcome and requested an ombudsman review his complaint.

## **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've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint. Having done so, and while I recognise this will come as a disappointment to B, I have decided not to uphold the complaint for broadly the same reasons as the investigator stated in their view.

If I don't mention any specific point, it's not because I failed to take it on board and think about it, but because I don't think I need to comment on it to reach what I think is a fair and reasonable outcome. No discourtesy is intended by me in taking this approach.

What's not in question is that errors were made; specifically, the information given to B about the branch requirement, and the sending of correspondence directly to Mr & Mrs T. I'm satisfied that within Virgin's apology and compensation, they treated B fairly.

B feels strongly that Virgin had a duty of care towards Mr & Mrs T due to him feeling they were vulnerable, and that Virgin, knowing about the interest they were paying, should have made efforts to address this. I do appreciate B's frustration in this regard but here, I must look at what is fair and reasonable to expect from a business.

All information about Virgin's accounts can be found on their website, or in branch, and Mr & Mrs T would have needed to apply for another account if they wish to move funds to an account paying a higher rate of interest.

I've taken into account the relevant guidelines and rules here. But these don't say businesses like Virgin have to tell customers individually about alternative or new products, or better interest rates. As mentioned, Virgin advertises on its website and in the press. I don't think it acted unfairly by not telling Mr & Mrs T personally about other accounts. So I can't say they've made an error in this respect either.

Virgin didn't have any obligation to advise Mr & Mrs T of other products they may want to place their money in, which would attract a better rate of interest in the future. Mr & Mrs T, and even B were also free at any time to see what other products might be more suitable for their needs including those paying better rates of interest. I'm pleased to see that savings accounts have successfully been opened.

Taking everything into account I don't think Virgin has done anything wrong in this regard. In conclusion, while B is likely to be unhappy with my decision, I have to base my decision on the evidence and facts presented; therefore, I can't ask Virgin to do anything further.

### **My final decision**

For the reasons I have given it is my final decision that the complaint is not upheld.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr T and Mrs T to accept or reject my decision before 19 December 2024.

Chris Blamires  
**Ombudsman**