

The complaint

Miss B complains about Clydesdale Bank Plc trading as Virgin Money (Virgin) as she could not access their app on a number of occasions. This caused inconvenience and wasted time, and overdraft fees.

What happened

In April 2024, Miss B found herself unable to access her Virgin account via their app. This happened several times with the same error code being returned. Miss B contacted Virgin via an online complaint resolution service complaining that the lack of access was not only very frustrating, but prevented her from accessing and managing her account which may lead to overdraft fees. Miss B also stipulated not to be contacted by telephone.

The issue continued whilst Virgin investigated then they issued their final response letter to the complaint. In it, they said they were unable to support Miss B's complaint. The error code that Miss B quoted was commonly for a network or signal issue, and not for a banking issue for which Virgin were responsible. Virgin went on to give guidance on how Miss B could fix the issue including workarounds, ending their letter by crediting Miss B with £20 as a refund of overdraft fees as a goodwill gesture.

Miss B remained unhappy and as the issue continued, brought the complaint to this service and an investigator looked into it, and liaised with Virgin. Within their investigations, it was established that Miss B had been able to successfully access the app. Our investigator looked into the complaint and whilst they appreciated the inconvenience caused to Miss B of not being able to access the app when required, they didn't uphold the matter saying they were persuaded that the app problem was a network issue. Our investigator noted Virgin's apologies for trying to contact Miss B by telephone, but recognised Virgin's efforts to provide guidance to Miss B, and the £20 gesture towards overdraft fees. They concluded their view by saying they could not see that Virgin had made an error.

Miss B was unhappy with our investigator's view, saying the issue had happened again - although without the previous error code - saying Virgin's service was inconsistent and that Virgin should be accountable with monetary compensation.

After liaising again with Virgin, our investigator wrote to Miss B saying Virgin had confirmed there were no logged issues with the app, that they had not seen enough evidence to show Virgin caused the issues in question, and that they were still persuaded that the errors were network related.

Miss B requested an ombudsman review her 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 have looked very carefully at all the information Virgin have provided to see if it has acted within its terms and conditions, followed due process, and to see if it treated Miss B fairly. I've also looked through what Miss B supplied including her correspondence following our investigator's view.

I was sorry to learn that what should have been straightforward banking app access turned into a prolonged, stressful experience. Part of my role is to determine whether what took place was reasonable, whether Virgin followed processes correctly, and whether Miss B did all she could as a customer to work with them.

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.

A major factor in this complaint is Miss B's point that Virgin are responsible for providing a consistent app service to their customers, and it must have been frustrating for Miss B. Looking through the evidence of this complaint, on which I must base my decision, it does strongly indicate a problem with the network or signal. As these factors are beyond the control of Virgin, it's not reasonable to ask them to take action.

One aspect I wanted to address was around the communication from Miss B. I can see that she raised the complaint online, and did tell Virgin via the online complaint resolution service many times when the issue happened. But what I can't see any evidence of is any telephone contact with Virgin when the issue was presenting, which may have helped Virgin at the time with supporting Miss B more. Equally, I haven't seen anything in terms of evidence showing any reports made by Miss B to her network provider, even when presented with a recurring issue.

In terms of the apparent issue with the network, if it does continue, it may be beneficial to Miss B to liaise with the provider of her mobile service to make them aware of the issues.

In conclusion, I don't uphold this complaint. This stems from several factors including the lack of evidence showing errors made by Virgin, their efforts towards Miss B in suggesting workarounds to try and fix the issue, and their goodwill gesture refund. I find that Virgin treated Miss B fairly and so I cannot require it to take any further action towards her.

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 Miss B to accept or reject my decision before 19 December 2024.

Chris Blamires

Ombudsman