

## **The complaint**

Mr S complains Clydesdale Bank PLC trading as Virgin Money (Virgin) provided poor customer service when he tried to change his banking arrangements.

## **What happened**

Mr S says from August 2022 with the help of his neighbour, he had been attempting to close his business account and open a new personal current account with Virgin. Mr S says he has hearing difficulties and prefers not to use online/telephony banking services. Mr S says he, with the help of his neighbour, attempted on several occasions to telephone Virgin only to experience long waiting times and was told the only option was to take a long trip to his nearest branch to sort matters.

Mr S says despite the fact he and his neighbour making various branch visits, due to systems issues, Virgin weren't able to deal with his request and even when the matter was finally resolved the branch visit took over three hours to complete.

Mr S doesn't feel Virgin have taken his personal circumstances into account or offered alternative solutions in order to undertake the closure of his business account and open a new personal current account. Mr S wants Virgin to properly compensate him for the time, cost and upset this matter has caused him and doesn't feel its initial offer of £75 and an additional offer of £50 goes far enough and believes a payment of £306 is justified to cover the cost and time dealing with this.

Virgin says it was sorry for the service levels Mr S experienced but says other options were available to him by way of letter or online services to deal with his new banking requirements. It did accept Mr S had experienced long wait times on the telephone and apologised for that, but it was Mr S's preference to visit the branch to change his banking accounts. That said Virgin agreed to refund the banking charges Mr S had incurred on his business account since August 2022 and agreed to increase its overall compensation to £155.

Mr S wasn't happy with Virgin's response and referred the matter to this service.

The investigator looked at all the available information but didn't uphold the complaint. The investigator felt while Mr S had experienced issues when trying to change his banking accounts he didn't feel all of the branch visits were necessary and alternative options were available to him. The investigator felt the offer of £155 in compensation by Virgin was fair in the circumstances and this service wouldn't expect to recompense for time spent dealing with an issue.

Mr S didn't agree with the investigator's view and asked for the matter to be referred to an ombudsman for a final decision.

## **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 won't be upholding this complaint and I will explain how I have come to my decision.

I can understand it would have been frustrating and upsetting for Mr S when he made several visits to his nearest branch of Virgin, but despite this it still wasn't able to deal with his new bank account requirements.

When looking at this complaint I will consider if Virgin provided sufficient options for Mr S to change over his banking arrangements and if the level of compensation it has offered for the service levels it provided was sufficient here.

Both Mr S and Virgin have provided this service with comprehensive details of the course of events here and while that has proved helpful, I won't be commenting on every point made as I don't feel it's necessary in order to come to a full and impartial decision here. That's not to say I haven't considered everything said – I have. But it's just that I don't need to comment on each individual point here in order to reach a decision on what's fair and reasonable.

Both parties are familiar with the background to this complaint, so I won't repeat everything that's already been said – but it's fair to say Virgin have accepted that some of the service levels Mr S experienced didn't meet its own standards and have apologised for that.

Mr S says with the help of his neighbour he attempted to deal with the matter online, over the phone and in branch on several occasions, but due to Virgin's system errors he was only left with the option to make a long branch visit and when eventually the meeting was held, it took over three hours to complete.

While I understand the points Mr S raises, it's fair to say some of the difficulties encountered by him and his neighbour was due to busy telephone waiting times and while I can understand that would have been frustrating for him, it's reasonable to say it's also very difficult for Virgin to know in advance the levels of calls it may receive at any one time.

Virgin here did offer online or telephony banking services, but I understand Mr S has some hearing issues and generally doesn't wish to utilise those types of services, which is perhaps understandable. That said, it does of course limit the number of options available to Mr S, but for example, Mr S could have written providing his full details of his business account to enable its closure. I understand an attempt was made to open the bank account online, but for some reason this wasn't successful, that said it's not possible for me to say with any certainty this was due solely to Virgin's systems fault or just an inputting error.

Here, Mr S and his neighbour decided to make a number of branch visits but due to both long queues and staff availability, these branch visits weren't successful until the 12 December 2022.

It's also fair to say here that Virgin would only be able to take instructions directly from Mr S and not his neighbour, so any attempts by the neighbour to do this, even with best intentions in mind, might add to any delays here.

From the information I have seen Mr S and his neighbour arranged for the new account arrangements to be completed after what was described as a lengthy meeting on 12 December 2022. From the customer notes I have seen, part of the delay was due to the member of staff having to discuss this issue with her head office team and organise an override to its standard procedures to ensure the account was opened that day – not due to

any technical issues as Mr S may have believed.

Without trying to minimise the frustration these series of events undoubtedly caused Mr S here, Virgin has refunded bank charges to his business account before its closure and offered a total compensation of £155. While Mr S feels this doesn't go far enough and is looking for almost double that amount, it's worth pointing out it's not my role to penalise businesses when service issues like this arise but to ensure it apologises, provides feedback to improve its service going forward and pays a proportionate level of redress – on balance I am satisfied Virgin have done that here.

I say this because aside from the compensation and refund of charges Virgin have also apologised to Mr S, provided feedback to the staff involved and although I understand Mr S doesn't classify himself as disabled, it has offered the opportunity for him to contact them to discuss his future banking needs going forward.

While Mr S will be disappointed with my decision, I won't be asking anymore of Virgin here and I will leave it with him to contact Virgin if he now wishes to take up its offer of redress.

### **My final decision**

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 2 January 2024.

Barry White  
**Ombudsman**