

The complaint

Mr J complains about Clydesdale Bank Plc trading as Virgin Money (“Virgin Money”) making changes to the downloadable format of the monthly statement for his credit card account online.

What happened

In November 2021 Mr J opened an app based credit card account with Virgin Money. At that time Mr J checked he had the ability to download .CSV files each month to reconcile his monthly spending on the card via the app. In July 2022 he found he was no longer able to do this. He complained to Virgin Money in August 2022. He said despite numerous attempts to find out why this was, he’d been unable to do so and the bank’s website didn’t help. He simply wanted to know if he could download a full history of his transactions as a .CSV file.

Virgin Money told him in their Final Response Letter on 3 October 2022 - which I’ll call FRL1 - customers could only download statements from the app in a PDF format. But doing so in a .CSV format could become a feature in the future. It wasn’t able to specify a date for this possible change. And although it apologised for discontinuing this service it didn’t uphold his complaint on that point as it was a business decision. Virgin apologised for the poor customer service Mr J had experienced by being passed to different agents before speaking to the correct department and upheld this part of his complaint. It credited Mr J’s account with £50 as an apology for the distress and inconvenience this had caused and gave feedback about the service.

Mr J didn’t think Virgin Money had dealt with his complaint fully. Virgin Money reviewed the matter and sent a further FRL on 24 February 2023. I’ll call that FRL2. Its view of the overall complaint remained as in FRL1 and it disagreed that it hadn’t contacted him to discuss his concerns before sending FRL1. Or that it hadn’t responded to the complaint within eight weeks. But Virgin Money agreed it hadn’t responded to his recent emails sent after FRL1 and had let him down. To apologise for the missing complaint concerns in FRL1 and for the lack of response to his email they credited his account with a further £50.

An investigator at this service looked at Mr J’s complaint but didn’t think Virgin Money had acted unfairly in the provision of the .CSV files. And thought Virgin had already responded reasonably to the customer service failings with the compensation payment of £100.

Mr J asked for a second opinion. He reiterated that Virgin were wrong to remove the facility to download a statement in .csv format. He thought this was compounded when they couldn’t confirm or acknowledge this and, in his opinion, failed to keep proper records of conversations and take notes. He said he’d waited to pay off his balance until Virgin could confirm the position to him and thought he was now being punished for this. The matter has been passed to me to make a 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.

I can see Mr J thinks from his early discussions with the investigator that she was predisposed to the findings in her view and this was an inevitable outcome despite his submissions. I want to assure him that I've looked at everything afresh before reaching an independent view. Having done that, I'm not persuaded this is a complaint I can fairly and reasonably uphold. I'll explain why.

There seem to me to be two stands to this complaint. Firstly, the bank providing monthly statements in a .CSV format and later withdrawing this. And secondly the information given by Virgin Money to Mr J around the withdrawal of that facility.

the provision of monthly statements in a .CSV format

Mr J told us he used .CSV files to add his credit card movements to accounting software to check and allocate monthly expenditure. From the background information he's given I can understand how the removal of downloadable .CSV files to use with his chosen software caused Mr J inconvenience. But although I recognize that and how strongly Mr J feels about this, I'm satisfied Virgin Money haven't done anything wrong on this point. I'll explain why.

There's nothing in the terms of the credit card agreement or regulations Virgin Money operates under that says it must provide a service that allows customers to download statements as .CSV files. I'm satisfied Virgin Money could take the decision to withdraw that service.

Virgin Money took a business decision to withdraw a particular format of statement from the app. Businesses are free to use commercial discretion when deciding how to operate, including what services to offer customers. The terms governing his credit card allow Virgin Money to change its agreement to reflect changes to systems. When unable to access the .CSV files Mr J chose to stop settling his balance in full each month and just making the minimum monthly payment, the MMP. The same account terms are also clear on when interest will be incurred. The terms set out a contractual obligation to make the MMP *and* the right to charge interest on the balance remaining if just the MMP was made. Whilst I accept it would be more time consuming, Mr J did have the facility - albeit not in his preferred format - to check the transactions each month. And, aside from the time implication, I can't see how paying the balance in full after checking this way would be detrimental to his complaint or request for information. So, I don't think it would be reasonable for me to ask Virgin to repay the interest Mr J incurred.

The information given around the withdrawal of the facility

Mr J feels Virgin Money should've been able to tell him specific features that were no longer available in mobile app when he asked. I don't think that's unreasonable. Whilst I'm satisfied Virgin Money could take the decision to withdraw that part of their service, I don't think it gave Mr J as clear answer on this as I'd have expected. And I think it accepts these failings in communication and failing to respond fully to the complaint in both FRL1 and FRL2. But, for the reasons I've explained above, I don't think this failing *meant* Mr J had to stop settling the balance in full each month. He *chose* to do so. So, I won't be asking Virgin Money to repay the interest he's incurred.

I agree the withdrawal of the .CSV file download function caused Mr J some inconvenience, but I haven't been persuaded Virgin Money acted unfairly. Although withdrawing the downloads of the .CSV format of the statement from the App was a decision Virgin Money was entitled to take, I think, it could have been clearer in confirming this to Mr J when he hit the problems. And in dealing with his complaint generally. But, I think, the total payment of £100 compensation for this and the poor complaint handling is reasonable in recognition of problems he found when trying to use statements via its mobile app.

Overall, for the reasons I've given, I don't think Virgin Money need to do anything further. I think the £100 compensation is a reasonable reflection of the difficulties caused by giving Mr J inconsistent information about the availability of .CSV files within the app.

My final decision

My decision is that I don't uphold Mr J's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr J to accept or reject my decision before 7 February 2024.

Annabel O'Sullivan
Ombudsman