

The complaint

Mr H complains that Clydesdale Bank Plc trading Virgin Money didn't tell him when the promotional interest rate of his credit card came to an end. Mr H also complains that Virgin Money didn't send him a persistent debt letter as required.

What happened

Mr H opened a credit card with Virgin Money in February 2016. The credit card came with a 0% promotional interest rate that was due to expire in October 2018. Mr H maintained payments to his credit card and at the end of the promotional period his payments increased to include interest.

In October 2019 Virgin Money says it sent Mr H a Persistent Debt letter. Mr H has explained he didn't receive Virgin Money's letter and had previously asked for all correspondence to be sent by email.

Last year, Mr H complained to Virgin Money that it hadn't made it clear his promotional interest rate ended. Mr H also complained he hadn't received the Persistent Debt letter. During Mr H's discussions with Virgin Money he was initially told the regulations meant it had to send Persistent Debt letters in the post. But Virgin Money later apologised and said it can send them by email but uses the post for these letters. Virgin Money didn't uphold the remaining issues.

Mr H referred his complaint to this service and it was passed to an investigator. They thought Virgin Money had dealt with Mr H's complaint fairly and didn't ask it to do anything else. Mr H asked to appeal and reiterated he hadn't received the Persistent Debt letter Virgin Money claims to have sent and wasn't aware his interest rate had changed. As Mr H asked to appeal, his complaint 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.

Mr H has explained he wasn't aware the promotional interest rate for his credit card had ended. Virgin Money says it acted in line with the credit agreement and account terms. I've looked at the available information and I can see the promotional interest rate ended in October 2018, in line with Virgin Money's agreement with Mr H. I note the first statement Virgin Money sent Mr H included the end date for the promotional offer and confirmed it was October 2018.

I also note that Virgin Money sent Mr H monthly statements afterwards that also included how much he needed to pay and the relevant interest rate. I've looked at the account terms but there's nothing that says Virgin Money had to send Mr H separate notice his promotional interest rate was due to come to an end. As our investigator has said, Mr H's payments also increased once interest began to be charged by Virgin Money. In my view, Virgin Money

provided clear information about what interest rates would be charged on Mr H's credit card and how much he had to pay. I haven't found this information was unclear or hidden.

Mr H has told us he only wanted emails and didn't receive Virgin Money's Persistent Debt letter in October 2019. Virgin Money has confirmed it can send Persistent Debt emails, but it wrote to Mr H in the post. Virgin Money has also confirmed it has no record of Mr H asking for all correspondence to be sent by email and that its terms allow it to communicate using the details it has on file. I haven't been persuaded Virgin Money acted unfairly by posting its Persistent Debt letter in October 2019.

Whilst I understand Mr H has told us he didn't receive the letter in question, Virgin Money's system notes show a letter with the Persistent Debt coding was sent in October 2019 as claimed. And Virgin Money has the same address details as Mr H provided to this service. I've also seen a copy of the Persistent Debt letter and can confirm it's correctly addressed. I accept there's no direct record of Mr H receiving the letter. Where the circumstances of a complaint are disputed by the parties involved, I'll base my decision on the balance of probabilities. That is, what I consider most likely to have happened based on all the information available. On balance, I'm satisfied Virgin Money did send Mr H a Persistent Debt letter in October 2020 as it claims.

I can see Virgin Money has apologised for giving Mr H some incorrect information when he asked about how it sends Persistent Debt letters. The information was corrected without any undue delays and I think that's a fair way to resolve this part of Mr H's complaint.

I'm sorry to disappoint Mr H but I'm satisfied Virgin Money dealt with his complaint fairly. As a result, I'm not telling it to take any further action.

My final decision

My decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 6 January 2022.

Marco Manente
Ombudsman