

The complaint

Mr A has complained Virgin Media Mobile Finance Limited continue to hold him liable for payments for a mobile handset credit agreement.

What happened

Mr A took out a credit agreement with Virgin Media in May 2021 to make payments over three years for his mobile handset.

Mr A contacted Virgin Media in July 2023 to change his direct debit. He wasn't able to do so as his request coincided with Virgin Media's planned merger with O2/ They were currently unable to make these administrative changes.

After the merger was complete, Mr A went into a local O2 shop and took out a new handset and credit agreement with them. He was surprised when later Virgin Media told him he'd missed a monthly £40 payment for his existing credit agreement.

He complained that he'd not been told he still had a credit agreement with Virgin Media after the merger. Virgin Media confirmed they'd sent him updates about the merger and this confirmed any mobile handset loan agreements would not be affected. They gave Mr A £20 in compensation.

Still unhappy Mr A brought his complaint to the ombudsman service. Our investigator didn't believe Virgin Media had done anything wrong and wouldn't ask them to do anything further.

Mr A has asked an ombudsman to consider 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.

Having done so, I've reached the same outcome as our investigator. I'll explain why.

There are a few different strands to this complaint. I've considered each aspect.

Firstly, I know Mr A is upset he wasn't able to change his direct debit when he initially called Virgin Media in July 2023. I appreciate his frustration. Virgin Media was going through a major change programme, so I can understand why they were unable to assist. He's subsequently been given £20 which I believe is fair compensation.

Virgin Media wouldn't have been able to call all customers after the merger was complete to pick up on outstanding issues so, I wouldn't have expected them to do this at the time.

From Mr A's contact records held by Virgin Media, I can see he, along with Virgin Media's other customers, were being regularly sent updates – generally by text – about the merger. This provided Mr A with a link to the website and responses to frequently asked questions. I can see this included a confirmation that customers' loan agreements for handsets were not

affected by the merger and those would continue to remain with Virgin Media.

I know Mr A asked these questions when he took out the agreement for a new handset but O2 had no records of his agreement. That's not surprising as they'd not have access to Mr A's loan agreement with Virgin Media. I also have to wonder why Mr A thought this no longer existed when he'd have been aware that he still had 10 months' worth of payments to make until the agreement came to an end.

I've taken into account Mr A's comments about the impact of what happened on his mental and general health. But overall, I won't be asking Virgin Media to do anything further as I don't think it would be fair and reasonable to expect them to have behaved otherwise.

My final decision

For the reasons given, my final decision is not to uphold Mr A's complaint against Virgin Media Mobile Finance Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 18 March 2024.

Sandra Quinn
Ombudsman