

## **The complaint**

Mr L complains Clydesdale Bank PLC trading as Virgin Money (Virgin) misplaced a payment dispute form he had sent them to instigate a credit card refund.

## **What happened**

Mr L says in early July 2024, following a telephone call with Virgin over disputed credit card transactions, he sent a completed payment dispute form to them in order to get a refund for six transactions, he says he hadn't authorised. Mr L says as he hadn't heard back from Virgin he contacted them again at the end of August 2024, when he was told that Virgin hadn't received the form and could now only submit refunds for the past 120 days.

Mr L says it's unacceptable Virgin have lost the form he sent, and it should now apologise and refund all the disputed transactions that he detailed on the original dispute form.

Virgin says it has checked all its records, mobile app audits and logs but can't find any form submitted to them by Mr L and it confirmed there were no system outages at the time Mr L says he sent the completed form to them. Virgin says due to the rules surrounding disputed transactions it is now only able to raise the payment disputes for Mr L that have taken place in the last 120 days. Virgin says Mr L would need to contact the merchant directly for any disputed payments beyond that time.

Mr L 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 says firstly, Virgin had carried out the correct process when it asked Mr L to complete a payment dispute form, so it could instigate what is known as a chargeback. The investigator pointed out that after checking the various logs and records provided by Virgin to this service, he could see no evidence that a completed payment dispute form had ever been received by Virgin, nor was Mr L able to provide anything to support that.

The investigator felt Virgin acted fairly when it submitted the chargeback claim for the past 120 days manually for Mr L, as this was in line with the chargeback rules and Virgin don't set the time limits – these are set by the relevant card scheme and must be strictly adhered to. With that in mind the investigator says he could see no evidence the payment dispute form had ever been received by Virgin, so he couldn't ask it to do anymore here.

Mr L 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 upsetting for Mr L to find his payment dispute form hadn't been received by Virgin, meaning he had to start all over again and involve the merchant directly. When looking at this complaint I will consider if Virgin were responsible for the reason why the payment dispute form Mr L says he sent, didn't arrive.

Mr L's complaint centres around the fact that he sent by electronic means a payment dispute form to Virgin, to claim back six disputed payments taken from his credit card account and Virgin have somehow misplaced this. Mr L says Virgin haven't apologised for this and he has now had to involve the merchant directly and the matter has caused him upset and worry. The first thing to say here is while I'm not disputing the fact Mr L genuinely believes he did send Virgin the completed payment dispute form in July 2024, all I can do here is to rely on the information and evidence both parties have provided to this service.

Having looked at all of the mobile banking logs, audits and back-office records provided by Virgin and its confirmation no system outages occurred at that time, there's nothing to suggest a completed payment dispute form was ever received by them in July 2024. Mr L perhaps not surprisingly, hasn't either been able to provide any form of evidence to show the form was sent/delivered to Virgin when he says he sent it to them.

What I can say is Virgin, once it became aware of the fact Mr L's form hadn't been received by them in late August 2024, it then submitted a manual chargeback for the disputed transactions that it could, subject to the strict timeframe set by the relevant card scheme. So, I'm satisfied Virgin did what it could here, once it was made known by Mr L the form he believed he had sent hadn't been received by them, and in all probability here the likelihood is for whatever reason, the form unfortunately failed to be delivered.

What is worth mentioning here is while I have some sympathy with Mr L's situation, I can only ask Virgin to put matters right and apologise if it's clear it has made a mistake and for the reasons I have already explained I can't say it has here. While Mr L will be disappointed with my decision, I won't be asking anymore of Virgin.

### **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 L to accept or reject my decision before 19 February 2025.

Barry White  
**Ombudsman**