

The complaint

Mr A complains Clydesdale Bank PLC, trading as “Virgin Money” refuses to refund him for transactions on his account he says he didn’t authorise.

What happened

The facts of this complaint are well known to both parties, so I won’t repeat them in detail here.

In short, Mr A says there are two transactions on his account from 30 January 2024 which he didn’t authorise. The transactions were both online for £1,340 and £618.99 each. Mr A says he is visually impaired and might have approved the transactions accidentally. But he says he didn’t make these payments, nor did he authorise anyone else to make them on his behalf. So, he says Virgin Money should refund them.

Virgin Money considered Mr A’s complaint but overall felt that it was likely Mr A did authorise the transactions based on the evidence it had. Virgin Money sent us the evidence which shows the transactions were made and authorised on devices known to Mr A’s account, and which had been used for undisputed transactions in the past. So, it didn’t refund any of the money.

Our investigator considered this complaint and felt that the evidence suggests the transactions were made by Mr A. So, she didn’t uphold it. Mr A wasn’t happy with this outcome, so the complaint has been passed to me 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.

I’d like to reassure both parties that although I’ve only given an overview of what happened, I’ve read and considered everything we’ve been provided in its entirety.

When considering what’s fair and reasonable, I’m required to take into account relevant law and regulations; the regulator’s rules, guidance and standards; the codes of practice; and, where relevant, what I consider good industry practice at the relevant time.

Where there’s a dispute about what happened, and the evidence is incomplete or contradictory, I must make my decision on the balance of probabilities – in other words, what I consider most likely to have happened in light of the available evidence.

The evidence provided by Virgin Money shows the transactions were made online, which means Mr A’s long card number, expiry date and CVV details would’ve been entered to make the payment. The postcode of the billing address is also usually needed to complete online payments. This means whoever made the payment had access to these details.

Virgin Money has also provided evidence to show that the transactions were made on two

different devices, but these were both devices which were known to the account and had been used to make genuine payments. I've also seen that the IP addresses recorded for both transactions are addresses which had been recorded for genuine spending. This evidence shows that the transactions were made by someone who had access to both Mr A's computer and mobile phone device and was in the same location he has been in previously. I haven't seen any evidence that Mr A reported either of these devices as lost or stolen. So, I think it's likely that they were made by Mr A himself, or someone else known to him with this authority.

In addition to this, I have seen evidence that the transactions were both approved in Mr A's mobile banking app. For a third party to have completed this they would've needed his secure online banking log-in information. And I've not been provided any evidence as to how this information could've been compromised.

Mr A says he is visually impaired, and he has provided a medical certificate which shows he is registered as blind. He says due to his disability he might have approved the transactions in his app accidentally. I have considered what Mr A said alongside the other evidence provided. I am not disputing what Mr A says about his disability; however, considering everything I am not persuaded by this explanation, and I'll explain why.

The transactions in dispute were made about 12 hours apart, and while it is possible Mr A was coincidentally logged on to his app at both those times and accidentally pressed to "accept" the disputed payments on two separate occasions, it is unlikely. This also doesn't explain how someone else, without Mr A's consent, made the two disputed transactions on his known devices at his regular locations in the first place.

Since our investigators view Mr A responded with further evidence regarding his complaint. This includes email confirmations of the booking made from the disputed payments. I've seen that these were sent to Mr A's email address on the 30 January 2024 and were addressed to him. Mr A also provided evidence to show he had other travel bookings during the dates of travel booked via the disputed transactions. So, he says he wouldn't have booked this travel at the same time. However, this evidence doesn't persuade me Mr A didn't make the disputed transactions, and I'll explain why.

As I've outlined above, the evidence shows it is more likely Mr A made the transactions himself as they were completed on his known devices and then approved in his online banking app. The evidence Mr A has now supplied shows that he had travel tickets booked around the same dates as those booked via the disputed transactions, however, I haven't received evidence to show who the disputed travel plans were booked for. It could be that they were booked for someone else known to Mr A and with his consent. And even if they were also booked in Mr A's name, this is unlikely to be fraudulent as no one else would be able to benefit from flight bookings in Mr A's name. So overall, the evidence now provided by Mr A doesn't persuade me that these payments were unauthorised.

My final decision

For all the reasons outlined above, I am not upholding this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 3 October 2025.

Sienna Mahboobani
Ombudsman