

The complaint

Mr D complains that Clydesdale Bank Plc, trading as Virgin Money, won't refund the money he lost when he was the victim of a scam.

What happened

In September 2023, Mr D saw a car he was interested in buying listed on an online marketplace. He contacted the seller, who sent him some further details, photos and videos of the car. And after carrying out some checks into the car and negotiating a price, which included the part-exchange of his existing car, Mr D agreed to buy it. Mr D then met the seller, made a payment of £5,300 from his Virgin Money account to the account details he was given for the seller and took possession of the car.

Unfortunately, a few days later, Mr D was contacted by the police and told that the car he had bought was cloned. The police then seized the car and so Mr D contacted Virgin Money and asked it to refund the money he had lost.

Virgin Money investigated and initially said it felt this was a civil matter between Mr D and the seller. It then re-investigated Mr D's claim but didn't think it had made any errors or that he had researched the seller to satisfy himself they were genuine. So it didn't agree to refund the payment Mr D had made. Mr D wasn't satisfied with Virgin Money's response, so referred a complaint to our service.

I sent Mr D and Virgin Money as provisional decision on 26 February 2025, setting out why I wasn't intending to uphold this complaint. An extract from the provisional decision is set out below:

"Before our service considers whether a bank has done enough to protect its customers, we must first be satisfied that a customer has been the victim of a scam. But despite requesting evidence from him on a number of occasions and giving him sufficient opportunity to provide it, I don't think we have enough information or evidence from Mr D here to safely conclude that the payment he has complained about was made as a result of a scam.

Mr D has said he was contacted by the police shortly after he purchased the car and that, after carrying out some checks, they determined that it had been cloned and so seized the car from him.

But there are a number of significant inconsistencies in the details Mr D has given to both our service and Virgin Money about the circumstances surrounding the seizure of the car and his contact with the police.

He's also not been able to provide any clear record from the police of his contact with them, or that they seized the vehicle from him.

I appreciate that the events Mr D has complained about all took place some time ago now. But I don't think it's unreasonable to expect him to have been able to provide more complete evidence of the circumstances than he has been able to. And, based on what we do have

available, I don't think we have clear evidence the circumstances surrounding the payment were as he has described.

So I don't think I can safely conclude that the payment Mr D has complained about from his Virgin Money account was made as a result of a scam. And so I don't think it would be fair for me to require Virgin Money to refund the payment he made here."

I said I'd consider anything further Mr D and Virgin Money sent in following the provisional 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.

Virgin Money didn't respond to the provisional decision. Mr D did respond, and provided copies of more documents he says he has now received from the police.

But these new documents he provided still don't address the inconsistencies in the details he has given about the circumstances surrounding the seizure of the car. And, taking all the available evidence into account, I still don't think we have a clear picture of what happened here, or of Mr D's contact with the police and subsequent seizure of the car.

So I still don't think we have clear evidence that the circumstances surrounding this payment were as Mr D described. I don't think I can safely conclude that the payment Mr D has complained about was made as a result of a scam. And so I don't think it would be fair for me to require Virgin Money to refund the payment he made here.

My final decision

For the reasons set out above, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr D to accept or reject my decision before 18 April 2025.

Alan Millward
Ombudsman