

The complaint

Mr S has complained that Clydesdale Bank Plc trading as Virgin Money unfairly declined his claim about the quality of a motorbike he bought.

What happened

In early 2023, Mr S bought a motorbike from a third party supplier, in part using his Virgin credit card for payment. However, he feels the bike wasn't of the specification advertised, and wasn't a racing bike. Further, two of the round side carbs were overflowing petrol, there was no right-hand side engine cover, and the front mud guard was cracked and misaligned. The engine was found not to have race cams, no under shim buckets, and two spark plug threads were in poor condition.

Mr S raised a claim with Virgin under section 75 of the Consumer Credit Act 1974. But it declined the claim, on the basis it didn't have enough information to determine if a breach of contract or misrepresentation had taken place. Further, it said the bike had been stripped down and rebuilt by a third-party mechanic, before the supplier had a chance to assess it. It also said the supplier had offered to collect the bike and examine it, or to buy it back, but Mr S hadn't agreed.

Virgin also considered a separate issue Mr S later raised about a restriction being placed on his account.

It explained that this had happened because of a high repayment being reversed, which had happened because Mr S's account was set up to take the full statement amount. As a gesture of goodwill, it credited Mr S's account with £80.

One of our investigators looked into what had happened. But, he didn't think Virgin had been unfair in declining the claim. He agreed there wasn't sufficient evidence of either a misrepresentation or a breach of contract. This was because the motorbike was stripped down and then rebuilt by a third-party mechanic, before the supplier was able to inspect it. And as Mr S had made modifications to the bike, this took away the opportunity to have it inspected to verify Mr S's position.

As regards the restriction placed on the account, our investigator was satisfied this happened to protect Mr S's account, and was lifted the next day, once Virgin had spoken to Mr S. He thought this was fair, and could also see Virgin had paid Mr S £80 as a gesture of goodwill.

Mr S disagreed. He feels that he was within his rights to sort out the issues with the bike himself, and ask for a discount. He explained he has invoices for the work/parts needed to bring the bike up to specification.

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'm not upholding it. I know this will be disappointing, but I'll explain why.

Mr S is correct in saying he was entitled to have work carried out on his bike. But it's also true that when concerns are raised, these concerns need to be supported by evidence as far as possible. Here, Mr S didn't allow the supplier to inspect the bike, and instead had works/modifications carried out himself. So, I'm unable to find, on balance, that there was either a misrepresentation or a breach, because the evidence of the previous condition of the bike is largely unavailable to me. I'm aware that Mr S has invoices, but I'm also mindful that he didn't allow the bike to be inspected. Nor did he agree to it being returned for a refund.

On balance, I don't think it was unreasonable for Virgin to decline the claim, for lack of evidence.

As regards the account restriction, this was put in place to protect the account, as a large payment was reversed. It was lifted as soon as Virgin had spoken to Mr S, and I consider this was reasonable.

My final decision

For the reasons given above, it's my final decision not to uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 28 July 2025.

Elspeth Wood
Ombudsman