

The complaint

Mr G complains that Clydesdale Bank Plc, trading as Virgin Money, charged him cash advance fees.

What happened

When Mr G made payments using his credit card through Curve, he was unhappy that Virgin Money treated the payments as e-money and charged a cash advance fee.

Neither Virgin Money nor our investigator thought there was reason to uphold his complaint, so Mr G has asked for a decision by an ombudsman.

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 know it will disappoint Mr G, but I'm not upholding this complaint. I'll explain why.

Where the information I've got is incomplete, unclear, or contradictory, as some of it is here, I have to base my decision on the balance of probabilities.

I've read and considered the whole file, but I'll concentrate my comments on what I think is relevant. If I don't comment on any specific point, it's not because I've failed to take it on board and think about it but because I don't think I need to comment on it in order to reach what I think is the right outcome.

Virgin Money's system notes show that they advised Mr G of a change to the way they treat cash advances. The terms now explain that cash advances include:

'[...] Adding money to a prepaid card, virtual card or e-money account'.

Mr G incurred cash transaction fees when making payments through Curve. Their terms of service say:

"When you initiate a transaction using Curve Pay or your Curve Card, Curve automatically debits funds equal to the value of the transaction, plus any fees for that transaction (including for any services provided by Curve) from your selected payment source. In return, Curve issues you with e-money on your Account which is then used instantaneously to pay for the transaction".

So, the payments Mr G was making for different services were being made using e-money that was provided by Curve. In those circumstances I don't think Virgin Money were unreasonable to charge cash transaction fees in line with the terms of the account.

While Virgin Money may charge a cash transaction fee in those circumstances, other lenders aren't compelled to do that. But I don't think Virgin Money were unreasonable to make the charge. They've explained that the payments Mr G made, and that he received a cash

transaction fee for, are ones that were coded by the merchants as being cash transactions and in those circumstances they would attract a cash transaction fee.

My final decision

For the reasons I've given above, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr G to accept or reject my decision before 27 May 2025.

Phillip McMahon
Ombudsman