

## The complaint

Mr M is unhappy with the treatment he received from Clydesdale Bank Plc trading as Virgin Money ('Virgin') in relation to a credit card he had with them.

## What happened

Mr M is unhappy with how he's been treated by Virgin, specifically during a number of phone calls he made to them, and he brought the following complaints to the Financial Ombudsman Service for investigation:

1. Virgin sent him letters on 3 August 2023 and 6 November 2023 which quoted his full 16-digit credit card number, which he considered was a security risk.
2. During two calls that took place on 30 October 2024, Mr M spent around two hours on the phone to Virgin, and the result was an advisor completing a short form that took around two minutes to complete.
3. On 15 November 2024, Virgin rejected his request for the refund of an accidental overpayment, even though he needed these funds to pay priority bills. He then spent around 75 minutes on a call to Virgin discussing this situation.
4. He called Virgin on 22 November 2024 to have his credit card unblocked. This couldn't be done but he was told the block would be removed by lunchtime the following day. However, this block wasn't removed as promised.
5. He called Virgin again on 23 November 2024 about their failure to remove the credit card block. He was told this had now been done, but he was unable to do a cash withdrawal from an ATM later that day.
6. He called Virgin on 25 November 2024 to get the block removed, but was told that, because he was on a payment plan, the account would be closed. He was unhappy with this as making an accidental overpayment to Virgin had left him in financial difficulties and this was exacerbated as he could no longer use his credit card.
7. He called Virgin on 2 December 2024 about the accidental overpayment he'd made and his account being closed. However, Virgin wouldn't agree to refunding any payments he'd made. He was also unhappy that he couldn't get through to a specialist team as they were closed, despite them previously telling him they were open until 9pm.
8. He received a manager callback on 5 December 2024, not on 4 December 2024 as he'd requested, and he was unable to take the call. When he followed this up later the same day, no-one called him back.
9. Virgin failed to pay him £150 as resolution to a complaint within the timescale they'd agreed.
10. Virgin closed some of his complaints as duplicate, when he says they weren't.

On 2 June 2025, while we were investigating Mr M's complaints, Virgin wrote to him to advise they were evidently not meeting his expectations, they were no longer able to service his needs, and the relationship had irretrievably broken down. Given this, they were closing his credit card account and writing off the £1,693.93 outstanding balance.

Our investigator said that complaints 1 and 9 in the list above were duplicate complaints and had already been dealt with under separate reference numbers. As such, we were unable to

reconsider these points. With regards to the remaining complaint points, the investigator said that the offer that Virgin had already made and carried out was more than they would recommend. As such, the investigator said they weren't going to go into detail about each individual complaint. Instead, as Virgin's offer was fair and reasonable in the circumstances, the investigator wasn't going to ask them to do anything more.

Mr M wasn't happy with this response. He said that he brought his complaints to ourselves for investigation, and it wasn't fair that we hadn't investigated them.

As Mr M didn't agree with the investigator's opinion, this matter has been passed to me to decide.

### **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've reached the same overall conclusions as the investigator, and for broadly the same reasons. If I haven't commented on any specific point, it's because I don't believe it's affected what I think is the right outcome. Where evidence has been incomplete or contradictory, I've reached my view on the balance of probabilities – what I think is most likely to have happened given the available evidence and wider circumstances.

Before I explain why I've reached my decision, I think it's extremely important for me to set out that the Financial Ombudsman Service is a free, fair, and informal alternative to the courts. In line with this informal remit, I'm deciding whether the actions taken by Virgin are fair and reasonable when considering the dispute Mr M had with them. As such, I'm not required to address each complaint in detail.

Having reviewed Mr M's complaints, I can see that most of the issues relate to phone calls that took place between October and December 2024, with an underlying issue of a request to refund an overpayment in error, and the subsequent availability of his credit card for use. There are additional issues relating to the information on letters he received, and how his complaints have been dealt with. I've also seen that both Virgin and the investigator have referred to Mr M raising duplicate complaints that have already been considered.

The evidence shows that Mr M made a payment of £2,290.22 on 19 November 2024, and this payment includes the overpayment he paid in error. £2,000 of this payment was refunded to him on 9 December 2024 – around three weeks later. Given this, I'm satisfied that the overpayment issue was resolved.

Complaint points 9 and 10 above refer to how Virgin handled and responded to Mr M's complaints. However, complaint handling is an unregulated activity and so, falls outside of our service's jurisdiction to consider. Notwithstanding this, I've also seen that, between January 2023 and May 2025, Virgin had paid Mr M a total of £2,000 compensation (£770 of which was paid on or after 9 December 2024). This included the £150 compensation referred to in complaint point 9, and £300 for complaint point 10. The compensation paid also included payments for some of the other complaint points that I'm considering as part of my decision.

In addition to this compensation payment, In June 2025 Virgin also wrote off the outstanding balance on Mr M's credit card – an amount of £1,693.93 – as they weren't meeting his expectations and were no longer able to service his needs. As such, since December 2024, Mr M has received £2,463.93 total compensation from Virgin (including the write-off amount).

Mr M would like me to consider and respond to each of his complaint points. However, and in line with my informal remit, I don't consider this is reasonable nor necessary. I say this because, even if I were to uphold every point Mr M has raised, I would still need to consider what I would award in line with our service's approach to awards of this nature, which is set out clearly on our website and so, is publicly available. And, if I were to do so, I wouldn't direct Virgin to pay more than they have already offered and paid Mr M.

Given this, and while I appreciate this will come as a disappointment to Mr M, I'm not asking Virgin to do anything more.

### **My final decision**

For the reasons explained, I don't uphold Mr M's complaint about Clydesdale Bank Plc trading as Virgin Money.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 6 November 2025.

Andrew Burford  
**Ombudsman**