

The complaint

Mr C is unhappy with the administration of his Clydesdale Bank Plc, trading as Virgin Money, credit card.

What happened

Mr C holds a credit card with Virgin. In April 2025, Mr C contacted Virgin to let it know that he was under some financial pressure; he wanted to know if anything could be done to help.

Virgin agreed to apply some “breathing space” to Mr C’s account. In short, this is an informal arrangement which freezes interest and charges – but keeps general billing active. So, in summary, Mr C is expected make his repayments on time as he usually would – he just isn’t charged any additional costs. Virgin applied breathing space to Mr C’s account for a period of 30 days.

In May, Mr C missed his contractual minimum repayment; consequently, Virgin reported that missed repayment to Mr C’s credit file. Mr C was unhappy with that. He explained to Virgin that it hadn’t sent him its usual SMS payment reminder – such messages are Mr C’s primary means of managing his account – so, he’d missed his repayment. In those circumstances, Mr C felt it immensely unfair that Virgin had recorded a missed payment, and he explained the significant consequences such adverse information would – or could – have for him.

In response, Virgin confirmed that its breathing space measure restricts some customer contact; it also said it had tried to contact Mr C to discuss the end of his breathing space period, but it hadn’t been able to reach him. Ultimately, Virgin said it wouldn’t amend Mr C’s credit file given a repayment had been missed, and it didn’t uphold his complaint.

Mr C contacted this Service for an independent review. An Investigator here considered what had happened; having done so, they didn’t think Virgin had done something wrong. They said:

- In the call during which breathing space had been arranged, Virgin’s agent was clear in that repayments were still expected; they also explained that missing repayments could have negative impact to Mr C’s credit file.
- Virgin had still sent Mr C his monthly statements, as usual, which clearly set out his minimum contractual repayment amount and due date.
- Internal notes suggested that Virgin had tried to contact Mr C to discuss the end of his breathing space arrangement, but it hadn’t been able to reach him.
- Although it would’ve been helpful of Virgin to have given specific notice that SMS messages would cease, making repayments on time was always Mr C’s responsibility. Ultimately, he had still been notified of what to pay – and by when – even if he hadn’t received SMS messages.
- Other matters, like, for example, the quality of Virgin’s response to Mr C’s Data Subject Access Request (“DSAR”) fell outside the scope of this complaint. Mr C would need to pursue such issues separately if he wished.

Mr C disagreed. He reiterated his view that Virgin's actions were inherently unfair in the circumstances; he also listed the severe consequences of having adverse information on his credit file and, ultimately, asked for an Ombudsman's decision. So, as no agreement has been reached, Mr C's complaint has now 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.

At the outset, I'll say that I'm left in no doubt over just how strongly Mr C feels about what's happened here. With that in mind, it's important for me to be clear that I've addressed the complaint in much less detail than Mr C submitted it, and I haven't commented on each and every statement he's made. Instead, I've focussed on what I deem to be the crux of the matter, and if I haven't addressed a specific point – or piece of evidence – it isn't because I haven't considered it. Primarily, our role is to be informal; so, I don't intend any discourtesy in my approach – it's simply to align with that purpose.

The core of this dispute, I think, is Mr C's view that the lack of an SMS message from Virgin directly caused him to miss his minimum repayment. Mr C says he's relied upon such messages to make his repayments for several years, and he's always previously paid on time. Virgin, on the other hand, hold the view that Mr C had the information he needed to make his repayments – and it was ultimately his responsibility to do so – regardless of SMS reminders.

I do empathise with Mr C here; I certainly don't doubt any of his testimony about the importance he places on a clean credit file. His attitude in contacting Virgin about his financial struggles at the time was definitely well-placed too. That said, while he'll surely find this disappointing, I can't conclude that Virgin did something wrong in recording a missed payment on his credit file.

To explain, Mr C has every right to manage his account by relying on SMS messages – which remind him to make his minimum repayment – if that's his preferred choice. But doing so doesn't negate, diminish or exclude any other correspondence Virgin might send him. Here, Mr C was told by Virgin on the phone that he needed to ensure his repayments were made and, crucially, he was also sent his statements. I noted that Mr C told our Investigator a statement is a “...*generic background document*”, but I don't share that view. Instead, I'd say Mr C's statement is the primary means of Virgin setting out key information; like what – if anything – has been spent and/or repaid, what's next *due* to be repaid and by *when*, as well as the *consequences* of not making contractual repayments on time.

Fundamentally, the fact is that Mr C has a responsibility to ensure he meets his contractual obligations with Virgin. That applies even in the absence of SMS messages. It follows that even if I were to agree that it would've been helpful of Virgin to explain the impact of breathing space on SMS messages, that doesn't categorically then equate to Virgin being at fault for a repayment being missed. For the avoidance of doubt, I'll say I do think it would've been helpful of Virgin to have explained any impact to SMS reminders; but even so, I'm satisfied Virgin did nonetheless provide Mr C with all the information he needed to maintain repayments. That's ultimately what it needs to do, and I can't fairly hold Virgin responsible if Mr C didn't review such information.

Aside from that, I know Mr C is also unhappy with the contents of Virgin's response to his DSAR. Our Investigator mentioned that Mr C's concerns about the handling of his DSAR weren't raised as part of the complaint before me here; that generally means I can't comment on it within this decision. Nonetheless, I'll explain that I can't tell a business to make alterations to their systems, procedures or processes – including those for responding to DSAR's. We aren't the regulator and, more broadly, businesses can make commercial decisions about how best to engage in, and respond to, such requests. Moreover, our Service doesn't have the power to issue fines or penalties for complaints about DSAR delays or omissions. Complainants do, however, have the option to refer to the Information Commissioner's Office (ICO).

In closing, what I've said here will no doubt greatly disappoint Mr C; this isn't the answer he's hoping to receive. I know he's put much time and effort into presenting his arguments, and I thank him for doing so. I'll also explain here that this decision isn't binding on either party if Mr C doesn't accept it; he's free to pursue the complaint through other means if indeed he chooses to. But for the reasons I've explained, my decision is that I don't uphold Mr C's complaint, and I don't require Virgin to take any further action.

My final decision

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 26 November 2025.

Simon Louth
Ombudsman