

The complaint

Mr Z has complained Clydesdale Bank Plc (trading as Virgin Money) acted unfairly when declining his claim for money back.

What happened

The parties are familiar with the background details of this complaint – so, I'll only briefly summarise them here. It reflects my role of resolving disputes quickly with minimum formality.

Mr Z bought some '*in game*' credits online from a third-party website, who I'll refer to as 'R'. He paid a total of €474.78 for those goods using his Virgin Money debit card. This resulted in Virgin Money debiting £411.40 from Mr Z's account.

Mr Z says the in game credits weren't credited to his gaming account. So, he contacted R to make them aware of this. Mr Z says R didn't respond to his enquiries and he never received the gamer credits, so he contacted Virgin Money to make them aware of the disputed transaction.

Virgin Money informed Mr Z that for them to raise a chargeback they needed Mr Z to provide them with evidence to support his claim. Mr Z responded by sending Virgin Money screenshots of his gaming account and copies of the invoice. Mr Z said he was unable to provide copies of the online chats he had with R because the messages were deleted when he left the website. But Mr Z did provide a copy of a message he'd received from R at point of sale which stated, '*You've received 475 GB coins for this purchase*'.

Virgin Money didn't think that the information Mr Z had supplied was sufficient to prove he hadn't received the goods/service he'd paid for. They said the invoice shows the game name, but it didn't show the username of the account the game credit was to be sent to. Virgin Money also said the screenshots Mr Z says were of his gaming account didn't show a username and while it showed a current in game credit balance it was possible the screenshot was taken either before the credit was applied or after it had been spent. So, Virgin Money declined to raise a chargeback. Unhappy with this outcome, Mr Z raised a complaint to Virgin Money about how they'd handled the matter and their refusal to raise the wanted chargeback.

Virgin Money responded to Mr Z's complaint by maintaining there was little to no prospect of a chargeback succeeding based on the supplied evidence. So, they didn't think they had done anything wrong when deciding not to raise a chargeback.

Because Mr Z didn't agree with what Virgin Money had said, Mr Z brought the complaint to the Financial Ombudsman. Our Investigator didn't uphold Mr Z's complaint. In summary, the Investigator said they didn't believe Virgin Money had acted unfairly when declining to raise a chargeback as they agreed the evidence wasn't enough to prove that the purchased in game credits hadn't been successfully supplied by R.

Mr Z didn't agree with the Investigator's findings. He maintains he paid for gamer credits

which R has never provided. So, this complaint has come to me to make a final 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.

A 'chargeback' is a way for a debit or credit card provider (Virgin Money) to reclaim money from the merchant's (R's) bank where there are certain problems with the purchase of goods or services by a consumer (Mr Z). It isn't a legal right and there's no guarantee the card provider will be able to recover the money this way. It's a voluntary scheme and the process must follow the scheme rules. As Mr Z's card was issued under the Mastercard brand, the Mastercard chargeback rules apply here.

The scheme rules are written by Mastercard. Virgin Money must follow the rules – which are strict, and time limits apply. The rules allow the merchant to either accept the dispute or provide evidence in defence of the chargeback. If an amicable conclusion can't be reached, it's Mastercard who decides the outcome of the dispute – not Virgin Money.

What I need to decide here is whether Virgin Money acted fairly when deciding not to raise a chargeback. Based on what I've seen, I think Virgin Money did act fairly when declining to do so. I'll explain why as I appreciate this isn't the outcome Mr Z was hoping for.

How Virgin Money handled/processed the chargeback

Mr Z says the gamer credits weren't credited to his gamer account. Mr Z says he provided as much evidence to Virgin Money as was available to him at the time to support his claim. I sympathise with the position Mr Z found himself in. It can sometimes be difficult to prove that something didn't happen. However, I note:

- Mr Z says he paid R for some gamer credits. The invoice shows Mr Z placed the order with R and paid for it – which is supported by the disputed transaction showing on Mr Z's debit card account. This isn't disputed by Virgin Money. But what the invoice doesn't show is to what gamer account the gamer credits would be applied to. Mr Z says he paid for the credits to be applied to his own gamer account. But I think Virgin Money had valid concerns it may have been possible for the credits to be applied to a gamer account held by another individual. As such, I appreciate why Virgin Money wanted to see more to confirm this.
- Mr Z has provided a screenshot of a gamer account for the game, but it doesn't show who that account belongs to. It's possible it belongs to Mr Z, but equally it could belong to another individual. And, in any event, while the screenshot shows the account had a small gamer credit balance at the time the screenshot was taken - which was much lower than the credit Mr Z had paid for - I agree with Virgin Money when they say it could have been taken prior to the gamer credit being applied or after it had been applied and spent. Again, I appreciate why Virgin Money would have wanted to see something more to support what Mr Z was saying.
- Virgin Money did some research which led to them deciding that R appeared to be a genuine business. Virgin Money also found R had many online reviews over a long period – which were overwhelmingly positive and gave R a high trust rating from consumers. I've also carried out my own research. Having done so, I've reached the same conclusions as R for much the same reasons. I think that if R wasn't a legitimate business and was a potential scam, then this would likely be readily

findable on the Internet. I noted some of the reviews praised R for their customer service and support. So, it seems odd and out of character that R would have failed to respond to Mr Z's queries and not offered any help or assistance, especially as it seems R relies heavily on their customers having confidence in them delivering the service and goods they provide.

- R sent a message to Mr Z saying, '*You've received 475 GB coins for this purchase*'. This would appear to support R successfully completed Mr Z's order.
- Mr Z says he was unable to provide copies of the discussions he held with Z about him not receiving the gamer credits. I appreciate Mr Z says this was due to them being automatically deleted when he left R's website. But I appreciate why Virgin Money would have had concerns about Mr Z being unable to provide his information or at least something to show R wasn't prepared to offer Mr Z any assistance or provide any evidence to support they'd supplied the paid for gamer credits to Mr Z. I think it was reasonable for Virgin money to have wanted Mr Z to provide more to support he had attempted to mitigate any potential loss.

I appreciate why Virgin Money wanted Mr Z to supply them with more evidence. Based on what I've seen, I think it was reasonable for Virgin Money to have concluded that what Mr Z had provided wasn't enough to show that R hadn't supplied the paid for gamer credit.

It is possible R may not have defended a chargeback had Virgin Money proceeded to raise one. But on balance, I think it's more likely that they would have done so. I say this because the available evidence appears to support R had supplied the gamer credits Mr Z had ordered and paid for. I also think it's fair to say it's unlikely Mastercard would have found in Mr Z's favour had they been asked to make an arbitration ruling, especially as Mr Z had told Virgin Money he was unable to provide any further evidence.

As it's a voluntary scheme, Virgin Money didn't have to submit a chargeback to Mastercard. For the reasons I've explained above, I don't think the evidence Mr Z provided to Virgin Money at the time was sufficiently persuasive in showing that he hadn't received the gamer credit. So, in the circumstances, I think Virgin Money acted fairly when declining to raise a chargeback for the disputed transaction – which means I'm not instructing Virgin Money to take any further action in relation to this complaint. Overall, I think Virgin Money correctly followed the chargeback rules and processed Mr Z's claim in a timely manner without any undue delays.

My final decision

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr Z to accept or reject my decision before 18 February 2026.

Carl Bibby
Ombudsman