

The complaint

Mrs P complains that Virgin Media Mobile Finance Limited ('Virgin') are unfairly pursuing her for the balance of a fixed term loan when she never received her new mobile phone. Mrs P wants this reviewing.

What happened

Mrs P bought a new mobile phone on 15 March 2023 using a fixed term loan from Virgin. A direct debit was set up to pay £24 a month for 36 months, repaying £864 in total.

Mrs P received a missed delivery notification from the courier on 17 March 2023 and on 18 March 2023 she received a notification that delivery had been successful. However, Mrs P says only two SIM cards arrived. Mrs P says Virgin advised her to destroy the SIM cards and confirmed her direct debit would be stopped.

The direct debit for the loan collected £528 before Mrs P cancelled it in January 2025. Virgin then sent Mrs P arrears letters, a default notice and a termination notice.

Mrs P complained but Virgin didn't think they were wrong to pursue Mrs P for the loan as they had evidence the mobile phone was delivered.

Mrs P referred her complaint to the Financial Ombudsman. She indicated her husband had a similar problem with non-delivery of a mobile phone around the same time, but this had been resolved. Mrs P said she'd bought a replacement mobile phone on 7 July 2023 which she wouldn't have done if there hadn't been a problem.

Our investigator sought further information from both sides. Based on the available evidence, our investigator was persuaded the mobile phone had likely been delivered to Mrs P. She didn't think Virgin had treated Mrs P unfairly by pursuing her for the balance of the loan. Mrs P disagreed and sought an ombudsman's 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.

I've taken into account any relevant law and regulations, the regulator's rules, guidance and standards, codes of practice and (where appropriate) what is considered to have been good industry practice at the relevant time.

Where something is in dispute and evidence is incomplete, inconclusive or contradictory, I will make my decision on the balance of probabilities – in other words, this means I'll base my decision on what I think is more likely than not to have happened given the available evidence and the wider circumstances.

I am sorry to disappoint Mrs P, but I'm not upholding her complaint. I'll explain why.

I think it's important to say that I am considering whether Virgin have treated Mrs P fairly, not whether Mrs P is liable to pay Virgin under the loan agreement. Only a court can make a legal determination about Mrs P's contractual liability.

Mrs P recalls ringing Virgin twice about the mobile phone she ordered and the SIM cards she received. Mrs P can't access her old phone records anymore, so I have only been able to consider Virgin's contact records. These refer to mobile numbers which are linked to Mrs P, so I am satisfied they are the correct records.

Virgin's contact records don't show any calls with Mrs P in March 2023 but they do show calls took place in June 2023. The contact notes also show other activity on the account, such as when a direct debit mandate is sent or customer details are changed. There aren't any entries about a direct debit cancellation, loan cancellation or cancellation of SIM cards in March 2023.

I acknowledge that Mrs P doesn't think Virgin's records are accurate. As Virgin made notes of calls in June 2023, I don't think it's likely they neglected to make notes of two separate calls in March 2023.

I have no reason to believe Mrs P isn't being honest with me. Given the passage of time, I think it's likely that Mrs P's recollection of events isn't as clear now as it was when these events happened. I've borne in mind that Mrs P's husband was dealing with a separate issue with Virgin around the same time, so it may have been harder to keep track of events. To help me verify what happened, I've paid particular attention to contemporaneous notes and documents where possible.

Virgin made a note of an outbound call to Mrs P on 23 June 2023 when she signed up for two SIM card plans. I've seen the agreements for these plans. There's also a note of a new direct debit mandate being sent out the following day. On 28 June 2023 there's a note of an inbound call when Mrs P cancelled the two SIM card plans, and on 2 August 2023 these SIM cards were deactivated.

I accept Mrs P received two SIMs from Virgin and she rang to cancel these. However the evidence shows this took place in June 2023 so I'm persuaded it's likely that Mrs P's recollection of events surrounding the two SIMs is separate to the missing mobile delivery in March 2023.

Mrs P agrees she was sent a notification of a successful delivery in March 2023 but says the mobile phone never arrived. Unfortunately the notification doesn't contain a photograph or a signature, which I'd reasonably expect with a high value item. On the other hand, if there had been no delivery I'd reasonably expect Mrs P to have raised this with the courier as well as Virgin, and I have no evidence she did this. I don't find the delivery notification particularly helpful evidence when considered on its own.

Mrs P provided another credit agreement to show she'd bought a replacement mobile phone, but I don't agree this is persuasive evidence that Virgin's mobile phone wasn't delivered. I don't agree this purchase looks like a replacement because the agreement relates to a later version of the mobile phone, in a different colour. The agreement is also dated July 2023, when I'd expect a replacement to have been purchased much sooner.

I've considered Virgin's evidence showing the dates the mobile phone was activated and last used, which Mrs P has seen. I've checked that the mobile's IMEI number on the document relates to the mobile Mrs P purchased from Virgin. The document shows the device was used with two SIM cards using two mobile numbers as this was picked up by a cell mast that is relatively local to Mrs P. I can see why Virgin relied on this document as persuasive

evidence that the mobile phone had been delivered, particularly as they had the courier's delivery notification. I've also noted Mrs P recently confirmed the mobile numbers set out in the document belong to her and her daughter.

Virgin said Mrs P had only recently complained and had paid her loan until January 2025, which also indicated that the mobile phone had been delivered. I think that's a reasonable consideration. Even if Mrs P's initial complaint wasn't properly recorded by Virgin in March 2023, I'd reasonably expect Mrs P to contact Virgin again in the months that followed, rather than pay the loan instalments for nearly two years.

Given the available evidence, I think it's reasonable for Virgin to conclude that the mobile phone was likely delivered to Mrs P in March 2023. In those circumstances, I think it's fair that Virgin treated Mrs P as being liable for the loan under the terms of their agreement with her, and reported her default to the Credit Reference Agencies.

Mrs P says that since she formally complained she's received scam messages and scam calls to her mobile number. I accept this is worrying for Mrs P, but I haven't seen any evidence to persuade me that this is because of something Virgin have done and isn't simply a coincidence.

Mrs P also says Virgin asked her to check her online account, which she no longer has. I recognise it's frustrating to be told this, but I don't think Mrs P has been prevented from accessing information about her loan. I say this because she's been given contact numbers for Virgin and has gone through Virgin's complaints procedure.

My final decision

For the reasons I've set out, I don't uphold Mrs P's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs P to accept or reject my decision before 9 February 2026.

Clare Burgess-Cade
Ombudsman