

The complaint

Mr K complains that Clydesdale Bank Plc trading as Virgin Money has treated him unfairly regarding a transaction on his credit card for a fence.

What happened

In February 2024, Mr K bought fence panels from a merchant, who I'll call C. The total order was for 10 complete fence panels (comprising of various parts) and the total cost of the order was £2,334.15 which Mr K paid for using his Virgin Money credit card.

Mr K states the order arrived later than C's website claimed. When the order did arrive, Mr K said some parts were damaged, others were missing and some parts were not as described. Mr K brought his concerns to C who arranged to send out missing and replacement parts to Mr K. Mr K states not all the parts he needed to complete building the fence arrived. He also states deliveries continued to be late or failed, C later refused to send out parts he needed to complete the fence, and he suffered loss of enjoyment and inconvenience from having a partial fence installed.

In June 2024, Mr K raised his concerns to Virgin Money. He was asking for a 35% refund of the cost of the fence and for the missing parts he had yet to receive to be sent to him as a resolution to his concerns.

Virgin Money initially raised a chargeback dispute on Mr K's behalf. In December 2024, Mr K received a response to his dispute. C had agreed to refund half of the cost of the purchase to him (£1,166.40) which was duly refunded to Mr K's account.

Mr K had been unsuccessful in obtaining the remaining parts needed to complete the fence, so he installed an entirely new fence. He asked for a claim to be raised under Section 75 of the Consumer Credit Act 1974 (Section 75 CCA) as he now wished to obtain a full refund of the money paid to C.

Virgin Money reviewed the claim and said the merchant had confirmed that all the missing parts had already been delivered to Mr K. Mr K had raised concerns about the warranty that came with the fence and Virgin Money said the documentation Mr K needed was available on C's website. Virgin Money said Mr K had already received a 50% refund of the total order price and it found this to be a reasonable resolution to the issues Mr K had experienced. So, Virgin Money declined to take the claim any further.

Unhappy with this, Mr K brought his complaint to our service. He said Virgin Money had relied on incorrect information to reach its outcome. Mr K asked for a full refund of the order price as C had breached his contract with it. He also asked for a complaint to be raised regarding the mishandling of his claim and £500 compensation for distress and inconvenience caused.

Our investigator looked into matters and didn't find that Virgin Money had treated Mr K unfairly. Our investigator essentially said C had breached its contract with Mr K as it had not sent out enough parts for Mr K to complete the fence in the first delivery. Our investigator

found however that in the subsequent delivery Mr K was provided with the materials he needed to complete the fence. This and the 50% refund already offered was enough to remedy the breach of contract. Our investigator found that without returning the goods to C, it was unfair for Mr K to receive a full refund and as such, she did not uphold the complaint.

Mr K asked for an ombudsman to consider the complaint, so it 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.

I would like to start by saying that I have provided a brief summary of the events that occurred. I intend no discourtesy by this and can assure both parties that I have taken all the information provided into consideration when reaching a decision on this complaint.

In this decision, I'll concentrate my comments on what I think is relevant. If I don't comment on a specific point, it's not because I've failed to consider it, but because I don't think I need to comment in order to reach a fair and reasonable outcome. Our rules allow me to do this, and this reflects the nature of our service as a free and informal alternative to the courts.

Chargeback is a voluntary scheme under which settlement disputes are resolved between card issuers and merchants, under the relevant card scheme. A card issuer will review the claim against the possible reasons for a chargeback and look at whether it would be able to make a successful claim for the customer. Card issuers do not have to submit claims and usually will only do so, if it is likely to be successful. We don't expect them to raise a claim if there is little prospect of success.

When Mr K originally brought the dispute to Virgin Money he was asking for a refund of 35% of the cost of the order. Based on the information he supplied at the time, it was reasonable for Virgin Money to find the dispute had reasonable prospects of success and raise the dispute with the merchant, which it did. The dispute resulted in the merchant agreeing to a 50% refund which was more than requested. As the dispute was successful, I see no reason to comment on this further aside to say I find Virgin Money handled the chargeback dispute reasonably.

Section 75 allows – in certain circumstances - for a creditor (Virgin Money) to be jointly and severally liable for any claim by the debtor (Mr K) of breach of contract or misrepresentation made by a supplier of goods and/or services (C).

The outstanding point of contention between the parties to this complaint is that the merchant says all the parts Mr K needed to install the fence successfully were supplied (and Virgin Money relied on this information to reach its outcome on the claim). However, Mr K says he is still missing 3 side channels and 25 split screen capping.

Based on the information available, it seems the required number of side channels were supplied within the original delivery. However, due to some defective split screen capping, they were damaged when Mr K was trying to instal the fence, so Mr K requested replacements. C said these would need to be requested under the warranty. However, I note that they were initially supplied.

With regard to the split screen capping, it seems that the original delivery contained a quantity of 10 of this item. There were two in a pack so Mr K received 20 in total. He says he needed 30 and he wanted 10 more on top of this to make the fence sit flush with the height

of the side channels. Two were damaged and so he was asking for a total of 22 pieces to complete the fence.

It looks as though C agreed to send more split screen cappings and Mr K was initially told these were included in the second delivery that took place, but they did not appear. On further review, C said after the second delivery Mr K had received many more capping pieces than he needed to complete the fence and so it would not be sending out any further.

The issue here is that C is saying the capping he has received can be used as split screen capping, whilst Mr K says the top and bottom capping (which he has more of) is entirely different from the split screen capping which he is short of.

There are a few matters which are unclear here. It is not clear why Mr K needs 10 further pieces of split screen capping to bring the height of the fence up rather than cutting the side channels down. It is also not clear why C is saying top and bottom capping can be used as split screen capping when the orders sent show these have different names and item references. The last matter that is not clear is exactly how many of these pieces are needed to complete the fence and why Mr K was given contradictory information about this from different advisors at C. With so many issues, and not enough evidence to clarify the matter, it is difficult to make a finding on whether Mr K is still missing pieces to complete the fence or not.

Having said that, I find that we can consider the matter practically. Mr K ordered all the items associated with installing 10 fence panels. These items were not received, and some were damaged on delivery. This means the contract (for the purposes of Section 75 CCA) was breached. So, it is reasonable to focus on what needs to be done to put things right.

Through the chargeback dispute, Mr K has received 50% of the cost of the total order back. For the breach of contract this is a reasonable remedy. However, to put things right he would also need all the pieces required to complete the fence. But this isn't a relevant remedy anymore as he no longer needs this fence, because he has installed an entirely different fence. This means he has no need for this particular fence anymore.

In order to receive a full refund of the cost of the goods, Mr K would need to return the goods he has received to C. As far as I can see, C sent a courier to Mr K's house to collect parts, and the driver noted this was not completed as Mr K was unaware the collection would be taking place. I find it is not fair or reasonable to ask for a full refund whilst in possession of the goods, and this should not be a problem as Mr K no longer has a need for this fence. If Mr K was still looking to have the same fence installed, then it would be important that the matter of the missing parts was clarified and rectified for him. But matters being as they are, he cannot be in possession of the goods and receive a full refund.

I appreciate Mr K is unhappy with Virgin Money for relying on what the merchant told it regarding all the pieces having been received. I note the matter is not straightforward and there has been contradictory information supplied which makes this issue unclear. However, ultimately, I find that Virgin Money reached the right outcome on the claim. It found the resolution already provided to be fair and for the reasons provided above, I find the same. I therefore find that Virgin Money has handled this claim in a fair and reasonable manner.

My final decision

My final decision is that I do not uphold Mr K's complaint against Clydesdale Bank Plc trading as Virgin Money.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr K to accept or

reject my decision before 10 March 2026.

Vanisha Patel
Ombudsman