

The complaint

Mr P complains that Clydesdale Bank Plc trading as Virgin Money gave him a lower credit limit than he expected and completed a partial balance transfer without his consent.

What happened

On 31 August 2025 Mr P applied for a credit card with Virgin Money. In his application Mr P requested a balance transfer for £8,400.

Mr P's application was accepted with a credit limit of £4,800.

Mr P was unhappy because the credit limit he'd been given was lower than the amount he wanted to balance transfer. He raised a complaint with Virgin Money on 31 August 2025.

Virgin Money processed a balance transfer from Mr P's old credit card. This left Mr P with balances on two cards, which he didn't want.

Virgin Money responded to Mr P's complaint on 3 September 2025. It said it took several factors into account when determining credit limits and said that Mr P could request an increase to his credit limit after 6 months.

Mr P remained unhappy and brought his complaint to this service.

Our investigator didn't uphold the complaint. They said the terms and conditions of the account stated that the application would be assessed and the credit limit based on Mr P's circumstances, and that there was no requirement on Virgin Money to obtain Mr P's consent to open the account after the point of application.

Mr P didn't agree so I've been asked to review the complaint.

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 know it will disappoint Mr P but I agree with the investigators opinion. I'll explain why.

I've reviewed the terms and conditions of the account. These state that the application will be assessed and the credit limit will be based on your circumstances.

Mr P agreed to these terms and conditions as part of the application process.

I appreciate that Mr P wanted a credit limit which was high enough to cover his proposed balance transfer. But there's nothing in the terms and conditions which says that the bank must give an applicant a credit limit sufficient to cover a proposed balance transfer.

There's also nothing in the terms and conditions which says that Virgin Money needs to obtain the consent of the applicant before opening the account. The applicants consent to

open an account is implicit from the fact that the applicant has submitted an application.

Mr P has said that a hard search was carried out on his credit file. The application process includes a section which Mr P ticked / signed which makes it clear that the bank will obtain information from credit reference agencies and use credit scoring to help assess an application. Mr P agreed to a credit search as part of the application process.

I appreciate that Mr P wasn't happy that part of the balance from his old credit card was transferred to his Virgin Money card. I don't think Virgin Money made an error when it completed the balance transfer, because Mr P had specifically requested a balance transfer as part of his application.

I can see that in its final response letter, Virgin Money explained to Mr P that if he no longer wished to proceed with the balance transfer, he could transfer the balance to another card, and the fees would be refunded. I think this was a reasonable resolution for Virgin Money to offer Mr P.

Having reviewed everything, I'm unable to say that Virgin Money has made an error or treated Mr P unfairly. I won't be asking it to do anything further.

My final decision

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

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr P to accept or reject my decision before 31 December 2025.

Emma Davy
Ombudsman