

The complaint

Mr J complains about the service provided by Clydesdale Bank Plc trading as Virgin Money in relation to his credit card account.

What happened

Mr J has held a credit card account with Virgin for a number of years. In 2018, his old card expired. Virgin didn't issue a new card because his account had been inactive.

Virgin wrote to Mr J in September 2023, which said it had previously been in touch about increasing the minimum payment on his account. It said he needed to accept a new, higher, minimum repayment to pay off his balance within four years. If he didn't accept it, his existing minimum payment would remain but he wouldn't be able to use his card.

Mr J complained to Virgin. In its October 2023 response to his complaint, Virgin said it had reviewed Mr J's complaint that he was unable to view his credit card in its mobile app. Virgin explained that as Mr J had been making the minimum payments, this had *"only been paying off the interest that is added to your account monthly, and a very small amount off the balance."*

Virgin noted Mr J had tried to speak to them but couldn't pass its security questions. Whilst Virgin appreciated this had been frustrating, it hadn't made an error. Virgin explained that once a payment had been made, he could request a new card. Its letter says it enclosed an old statement and said he could verify his identify by going into its 'stores'. Finally, Virgin informed Mr J he had six months from the date of its letter to refer his complaint to our service if he remained unhappy. It said it wouldn't give its permission for our service to consider his complaint if he didn't refer it in time.

Mr J complained to Virgin in August 2025. In its September 2025 final response, Virgin explained it hadn't reissued his card in 2018, and it was a business decision that led to it closing its online credit card service in 2021. Virgin said Mr J had access to its app and can call its support team for assistance. It said it could also send paper statements if he can confirm his current address matches the address held on its records. Virgin said it also offers telephone banking but couldn't find any evidence to show Mr J had called them before to say he had an issue accessing telephone banking. It noted it had responded to a complaint in October 2023.

Virgin added that if Mr J wanted to increase his monthly repayments to £150, he should call its team. If its telephone team couldn't verify him, it may need to ask him for identify documents before it could allow him to access his account. As a gesture of goodwill, Virgin said it would waive two months of interest on his account to give him time to contact them.

Unhappy with this response, Mr J referred his complaint to our service. He reiterated his complaint said he didn't receive Virgin's 'persistent debt' letter. To put things right, he wanted Virgin to provide a practical, immediate method to verify his identify and give him full access to his account. One of our investigators reviewed Mr J's complaint but thought Virgin had treated him fairly. Mr J remained unhappy and asked for an Ombudsman to review his

complaint.

I issued a provisional decision on 15 April 2026. My findings were as follows:

“I’ve considered all the available evidence and arguments to decide what’s fair and reasonable in the circumstances of this complaint.

Events before October 2023

Mr J has complained that Virgin didn’t issue him a new card. In 2023, he complained to Virgin. Mr J’s complaint in 2023 said his last card from Virgin expired years ago and a replacement hadn’t been sent out. He said he couldn’t manage his account online, access the app or get anywhere when he called Virgin.

Our service is not free to consider every complaint referred to us. DISP 2.8.2 sets out:

“The Ombudsman cannot consider a complaint if the complainant refers it to the Financial Ombudsman Service:

(1) more than six months after the date on which the respondent sent the complainant its final response...

unless:

(3) in the view of the Ombudsman, the failure to comply with the time limits in DISP 2.8.2 R or DISP 2.8.7 R was as a result of exceptional circumstances; or

(5) the respondent has consented to the Ombudsman considering the complaint”.

Virgin’s October 2023 final response addressed Mr J not having a new card, his ability to access Virgin’s app and pass its security questions. Virgin also said it had sent a letter in September 2023 about increasing the minimum repayments on his account and it had explained he was only paying off a small amount of the outstanding balance.

The final response let Mr J know he had six months to refer his complaint to our service if he remained unhappy. I’m satisfied this was a valid final response.

So, Mr J had six months from 18 October 2023 to refer his complaint about Virgin not issuing a new card, access to its app, not being able to pass security questions, and the payments being made to his account. Mr J didn’t refer his complaint about these points within six months, and Virgin had confirmed in its final response that it wouldn’t give out service permission to consider the complaint if he didn’t do so. Virgin has confirmed its position remains unchanged and it doesn’t consent to our service considering these aspects of Mr J’s complaint.

I note the final response of 23 September 2025 says Mr J had complained again about not being given a new card, being able to pass security questions and his minimum repayment. I don’t think this letter gave Mr J an additional six months to refer these aspects of his complaint to our service and I don’t think this final response was intended to withdraw its previous final response. The 2025 final response specifically mentions the October 2023 response and nothing indicates its stance had changed on events before October 2023. Overall, I think the 2025 final response simply reiterated its position on his complaint points about events that occurred prior to October 2023.

We don’t penalise businesses for accidentally providing new referral rights – we have to be

fair to both sides. I think it's likely it included the paragraph about Mr J having six months to refer the complaint to the Financial Ombudsman Service because it was obliged to respond to a complaint about events after October 2023, as Mr J had not yet complained about these.

So, I think Mr J had six months from the date of Virgin's October 2023 final response to refer this complaint about events before this date to our service. As Mr J didn't do so, and Virgin hasn't consented to our service considering these complaint points, I could only consider if I am satisfied the failure to comply with the relevant time limits was the result of exceptional circumstances. However, there is no evidence to show Mr J was unable to refer his complaint sooner than he did. There is no evidence to show, for example, that he was incapacitated throughout this period. I note that on 28 September 2023, Mr J complained to Virgin that it had not yet sent its final response and if it didn't respond within five days, he'd refer it to our service.

So, I don't think Mr J complied with the relevant time limits for his complaint about events before 18 October 2023 or that the failure to do so was the result of exceptional circumstances. So, whilst I realise Mr J feels strongly about what happened, I cannot consider his complaints about events that occurred before 18 October 2023.

Events from 18 October 2023 until 23 September 2025

As I said above, I'm able to consider events from 18 October 2023.

Virgin had sent the required 'persistent debt' letter in September 2023. This told him he needed to accept or reject its proposed higher minimum payment. This led to Mr J's contact with Virgin in which he said he was happier to pay more but couldn't do so, and Virgin's final response of October 2023.

The October 2023 final response told Mr J to call and explain he wanted to "up" his minimum repayments and explain he had no recent credit cards or view his account in the app, and one of its colleagues would help him. Virgin also advised Mr J to visit one of its stores with ID if he couldn't find an old statement. I'm reiterating this for context rather than commenting on Virgin's actions here.

It doesn't appear that Mr J contacted Virgin until March 2025, when he emailed Virgin. It's not clear why Virgin didn't respond but, equally, Mr J didn't contact Virgin again until August 2025, when he complained. Virgin had also explained to Mr J, in 2023, that he needed to call or visit one of its branches. Mr J says he couldn't access his statements on the app and there were no branches near him but I don't think these points change anything. Virgin had explained Mr J should try calling so it could sort out his access and payments, but there's no evidence to show he tried to call from October 2023 onwards or that Virgin were then unable to assist him. Whilst Mr J says he wouldn't be able to pass security checks, there's no evidence he did as Virgin asked and called to seek help. So, I don't think Virgin was obliged to do more prior to Mr J's 2025 complaint.

In August 2025, Mr J asked to increase his minimum repayment to £150. I don't think Virgin was obliged to accept Mr J's request to increase his payment by email. Again, Virgin's September 2025 final response explained he needed to call to set this up. Virgin applied a two month interest waiver to allow him time to sort things out. Virgin wasn't obliged to refund or waive any further interest as I've seen no evidence to suggest it charged interest incorrectly or outside of the terms of Mr J's credit card agreement.

Given Mr J hadn't contacted Virgin between October 2023 and August 2025, I don't think Virgin's response was unreasonable or treated him unfairly. I don't think it breached its

Consumer Duty or any other obligations to him. I've not considered Virgin's actions beyond the date of its 2025 response. If Mr J wishes to complain about Virgin's actions since then, he should do so to Virgin directly."

Virgin accepted my provisional decision but Mr J did not. Mr J said he felt his email correspondence had not been properly considered and felt he'd engaged with Virgin. He re-sent copies of his emails to Virgin and included its response to his email of 26 March 2025. Virgin said it couldn't locate his account from the information provided but said it would look into things if he responded with his full address and postcode. Mr J didn't provide an email to show he responded.

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.

My provisional decision remains unchanged but I'll address Mr J's response to it.

I've not commented on the emails Mr J sent before Virgin's final response in October 2023. This is because I cannot consider his complaints about events that occurred before 18 October 2023. for the reasons explained in my provisional decision.

From what I've seen, Mr J didn't provide identifying details in his email of 26 March 2025. He didn't provide his full address and postcode, only his first name and email address. It wasn't part of the previous chains including these details. As Virgin said it couldn't locate his account, I don't think it was unreasonable to ask for Mr J's address, and it's not clear why Mr J didn't provide it. In any event, Mr J had been told previously what to do to change his payments and he didn't follow these instructions. He didn't make contact again until August 2025. Overall, I don't think Virgin acted unreasonably here for the reasons explained in my provisional decision.

My final decision

My final decision is that I cannot consider Mr J's complaint about events before 18 October 2023, and I do not uphold his complaint about events between 18 October 2023 and 23 September 2025.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr J to accept or reject my decision before 21 May 2026.

Victoria Blackwood
Ombudsman