

The complaint

Mr R complains that Clydesdale Bank Plc trading as Virgin Money ('Virgin') can't tell him what transactions he included in his credit card instalment plan. He'd like to ensure he hasn't overpaid.

What happened

Mr R set up instalment plans on his credit card account on 2 January 2025 and 5 January 2025. He complained that Virgin didn't keep a record of what he'd included in the plans and thought he'd been overcharged by £509.79. He asked if he'd added transactions twice by mistake.

Virgin partially upheld Mr R's complaint. Virgin accepted they hadn't warned Mr R that he'd need to keep his own record when he made the instalment plans, and paid Mr R £25 compensation.

Mr R asked the Financial Ombudsman Service to investigate as he couldn't reconcile his transactions with the value of the instalment plans.

Our investigator thought it likely that Virgin's systems were correctly calculating the instalment plans. He thought Virgin's payment of £25 compensation was fair to recognise Mr R's disappointment that there was no record of the transactions included in the plan.

Mr R was unhappy that he'd spent a lot of time and effort trying to find out what he was paying for. He didn't feel he'd been treated fairly and sought an ombudsman's decision. Before issuing my findings, I sought further information from Virgin.

My provisional decision

I recently sent the parties my provisional decision, saying:

"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.

I'm minded to say Virgin haven't treated Mr R fairly in the circumstances of his complaint. I intend to say that Virgin should pay Mr R £250 compensation in total for his distress and inconvenience.

Before I explain why, I think it's important to say that the role of the Financial Ombudsman Service is to resolve individual complaints based on what is fair and reasonable in the circumstances of each case. So it is not for this service to interfere with a firm's processes, systems or controls, nor can we fine or punish a business. Those are considerations for the Financial Conduct Authority ('FCA'), as the regulator.

I asked Virgin to supply further information for my investigation. Virgin confirmed their system wouldn't allow a transaction to be added to an instalment plan twice. Virgin said that Mr R's instalment plans could have included any purchase with a value of £250 or more in the 30 days prior to the plan.

Mr R says he was given an option to include transactions with a value of £100 or more when he made the plans in 2025. And when he said this to Virgin in an email, he wasn't corrected. So I've borne in mind that transactions of £100+ may have been eligible for instalment plans in 2025.

I should clarify it's not my role to conduct a forensic examination of what's happened with Mr R's instalment plans, nor do I have the evidence to do this, so I won't determine whether there has been an error. However I've considered Mr R's two instalment plans to see where his concerns lie, and I've considered how Virgin engaged with Mr R when he sought their support.

The plan Mr R made on 5 January 2025 was named 'Holiday' and had a value of £582.44. Mr R says this plan included a transaction on 2 January 2025 for £332.44 and a transaction on 28 December 2024 for £174.95. So, he thought £75.05 was unaccounted for. However, I'm minded to say this plan adds up correctly if it includes the transaction on 2 January 2025 for £332.44 and the transaction on 14 December 2024 for £250.

The plan Mr R made on 2 January 2025 was named 'Total plan' and had a value of £1,156. If I'm right about the transactions that made up the Holiday plan, then I'm minded to say the remaining transactions could have been included in Mr R's instalment plan on 2 January 2025:

<i>£174.95</i>	<i>28 December 2024</i>
<i>£104.94</i>	<i>20 December 2024</i>
<i>£112.50</i>	<i>20 December 2024</i>
<i>£328.00</i>	<i>15 December 2024</i>
<i>£143.26</i>	<i>10 December 2024</i>

I've included transactions of £100+ here as there weren't many transactions of £250+ in the relevant period. The transactions I've identified add up to £863.65 which is £292.35 less than the plan's value of £1,156. I'm minded to agree there does seem to be a discrepancy, although I'm inclined to say it's less than the £509.79 Mr R had identified.

Mr R contacted Virgin about the apparent discrepancy via a live chat and raised a complaint. In an email exchange with Mr R, Virgin suggested Mr R review his statements to find transactions that added up to £1,156. I'm minded to say it would have been fair for Virgin to explain the criteria for transactions that qualify for an instalment plan, to narrow Mr R's search.

Mr R then undertook the suggested review of his statements and sent Virgin a spreadsheet demonstrating that this didn't resolve his concern. I'm minded to say it would have reasonable in these circumstances for Virgin to specifically identify which transactions on Mr R's statement could have been included in his instalment plans. I have attempted to do this, but I am inclined to say Virgin are best placed to make this assessment.

Virgin's response to Mr R's spreadsheet was to say, "Unfortunately, there is no way for us to work out the discrepancy you have advised within the plans as you have set up the instalment plans and chosen the transactions to include within each. We are unable to work out which transactions were included."

I'm minded to say it would have been fair for Virgin to provide more support to Mr R here, even if they couldn't answer his query. I'm minded to say Virgin could reasonably have informed Mr R that their system prevented him from adding the same transaction to a plan twice, to allay his concern that he'd done this. And given Mr R remained unhappy with his plans, I'm minded to say Virgin could reasonably have reminded Mr R of his option to cancel the plans and return the transactions back to his interest-bearing balance.

Virgin accepted that they hadn't told Mr R to keep his own record of what he included in his instalment plans when he made them. I'm minded to agree this would have helped Mr R manage his account, and would likely have saved him time and effort trying to understand his instalment plans.

To put things right Mr R wants an answer about his instalment plans. I can't direct Virgin to tell Mr R what he included in his plans, but I am mindful that it has been very difficult for Mr R not to have this explanation.

Virgin paid £25 to Mr R to recognise his disappointment but I'm not minded to say this fairly reflects Mr R's overall distress and inconvenience. Having considered the Financial Ombudsman Service's guidelines, I intend to say £250 is a fair sum of compensation in these circumstances."

Responses to my provisional decision

Virgin accepted my provisional decision. Mr R didn't respond, and the time for doing so has now passed.

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.

Having reviewed the evidence and the available responses from the parties, I'm still persuaded that my provisional decision is a fair outcome to Mr R's complaint. I adopt my provisional decision and reasoning, copied above, as my final decision.

Putting things right

Clydesdale Bank Plc trading as Virgin Money must pay Mr R a further £225 for his distress and inconvenience (£250 in total).

My final decision

For the reasons I've outlined, I uphold Mr R's complaint and Clydesdale Bank Plc trading as Virgin Money must put things right as I've set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr R to accept or reject my decision before 25 March 2026.

Clare Burgess-Cade
Ombudsman