Financial Ombudsman Service

complaint

Mr S complains that Virgin Money plc didn't tell him that the promotional rate on his credit card was coming to an end. He also complains that Virgin charged him interest when it had agreed it wouldn't do so until the complaint was resolved.

our initial conclusions

Our adjudicator didn't uphold the complaint. She thought that Mr S had asked for correspondence to be via e-mail. Mr S says he didn't receive those e-mails and should've been told the promotional rate was coming to an end.

my final decision

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint. Having done so I don't think Virgin has done anything wrong.

Mr S says that he knew when he took out the credit card, the promotional interest ended in October 2013. I can see from the bank records the credit card was taken out online and that statements were registered to be viewed online with correspondence via the e-mail Mr S had given.
Virgin says it sent statements by e-mail. I can see no reason why it wouldn't have done so, or why it wouldn't have told Mr S that the promotional interest was coming to an end. Mr S says he didn't receive any correspondence and forgot about the credit card in any event. It may be that he changed his e-mail address; if so, I think it was for him to let the bank know. And I wouldn't expect Virgin to correspond with Mr S by letter when the account was set up in this way.

I've also looked at the bank records of the telephone call of 19 April 2015 where Mr S says he was told any further charges or interest would be stopped until his complaint was resolved. I can't see any reference in the records of that agreement and think it unlikely that Virgin would've agreed to that. I can see from its records that it did tell Mr S interest and charges would be refunded to him if the complaint was upheld. But for the reasons I've explained, I don't think the fair outcome is for me to require Virgin to make a refund. My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I am required to ask Mr S either to accept or reject my decision before **18 February 2016.**

David Singh
ombudsman at the Financial Ombudsman Service

The ombudsman may complete this section where appropriate – adding comments or further explanations of particular relevance to the case.

ombudsman notes

what is a final decision?

- A final decision by an ombudsman is our last word on a complaint. We send the final decision at the same time to both sides – the consumer and the financial business.
- Our complaints process involves various stages. It gives both parties to the complaint the opportunity to tell us their side of the story, provide further information, and disagree with our earlier findings – before the ombudsman reviews the case and makes a final decision.
- A final decision is the end of our complaints process. This means the ombudsman will not be able to deal with any further correspondence about the merits of the complaint.

what happens next?

- A final decision only becomes legally binding on the financial business if the consumer accepts it. To do this, the consumer should sign and date the acceptance card we send with the final decision – and return it to us before the date set out in the decision.
- If the consumer accepts a final decision before the date set out in the decision we will tell the financial business – it will then have to comply promptly with any instructions set out by the ombudsman in the decision.
- If the consumer does not accept a final decision before the date set out in the decision, neither side will be legally bound by it.