

## **The complaint**

Mrs S complains that Clydesdale Bank Plc, trading as Virgin Money, has treated her unfairly about a chargeback, her banking application on her phone and the customer service it has provided.

## **What happened**

Between late 2021 and August 2022 Mrs S complained to Virgin about a series of issues she'd encountered. This included not being able to use her banking application on her phone, a transaction for over £500 and Virgin's customer service in and around these issues.

Virgin looked into the matter and noted that regarding the banking application issue ('the App') Mrs S had confirmed to it that she was getting a notification that the App wouldn't work on a modified phone and that was in the terms and conditions. Virgin went on to suggest ways it could help on this issue. With regard to the chargeback on a transaction of over £500 it noted that Mrs S had been refunded in full in May 2022. And overall it felt it had treated Mrs S fairly and it doesn't think it could do any more for Mrs S.

Mrs S didn't think this was fair, so she brought her complaint to our service. Our investigator looked into the matter. Overall, he didn't think Virgin had acted unfairly. Mrs S didn't agree. So the complaint has 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.

### *The transaction over £500 and its chargeback*

In certain circumstances, when a cardholder has a dispute about a transaction, as Mrs S did here, Virgin (as the card issuer) can attempt to go through a chargeback process. I don't think Virgin could've challenged the payment on the basis Mrs S didn't properly authorise the transaction, given that Mrs S said she did make the payment.

The chargeback process is run by the card scheme and not Virgin. The scheme has set out rules for how the dispute progresses allowing Virgin and the merchant time to respond to each other as evidence is provided and considered.

Mrs S says it should have moved quicker. But I've not seen that Virgin did anything wrong. I note Mrs S wrote to Virgin to chase the matter and a couple of days later she received a full refund. Having considered what happened here the chargeback process proceeded in line with my expectations based on the scheme rules and timelines therein. It's clear Mrs S feels that this process should be a lot quicker. Nevertheless I see no failing on Virgin's part here and she was fully refunded in what I consider a timely manner considering the circumstances.

### *The banking App*

Mrs S complained about not being able to use the App and says she got a message about using a modified phone. Virgin confirmed that use of such phones is against its terms and conditions. Mrs S says her phone hasn't been modified. I can see Virgin offered Mrs S assistance in dealing with the matter and that she doesn't want to be called and doesn't wish to visit a branch, which I can understand given her reasons that she's pointed towards. However Virgin has offered reasonable solutions to this issue. Furthermore its App is a part of its commercial offering, and it is for Virgin to provide it in line with its approach to such matters. So having considered its offers of how to help and that its system identified the issue to be with Mrs S' phone I think it has treated Mrs S fairly.

### *Other matters*

Mrs S has complained that Virgin has grouped together her issues when responding to her and that she's found that confusing. It is for Virgin to comply with its obligations as it sees fit in relation to complaint handling. And bearing in mind the disparate nature of the issues that Mrs S has raised I'm not persuaded Virgin has treated Mrs S unfairly by dealing with them together.

It is clear Mrs S thinks Virgin's customer service could have been better. And it's clear that Virgin didn't respond very promptly. But for me to uphold a complaint I need to be persuaded that Mrs S has lost out because of failings by Virgin that it hasn't remedied any such issues. I've considered everything that's happened here, and I'm not persuaded that Virgin has treated Mrs S unfairly. I can see it has apologised appropriately and that Mrs S got her money back and had answers to her issues, albeit not as quickly as Mrs S would like. But Virgin doesn't have to do anymore.

Mrs S has suggested how Virgin dealt with her complaint was a deliberate attempt to manipulate its complaint data. Bearing in mind it has a duty to deal with matters efficiently and no other persuasive evidence on this point I don't think Mrs S' argument is persuasive. I think it is more likely that Virgin was trying to be efficient and helpful.

Mrs S has suggested her distress and inconvenience hasn't been appropriately considered. However for me to hold Virgin responsible for this I have to be persuaded that it did something sufficiently wrong and that such distress or inconvenience is a direct

consequence of this. And having considered the matter I'm not persuaded that Virgin needs to do anymore. As a consequence Mrs S' complaint is unsuccessful.

### **My final decision**

For the reasons set out above, I do not uphold the complaint against Clydesdale Bank Plc, trading as Virgin Money. It has nothing further to do in this dispute.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs S to accept or reject my decision before 20 October 2023.

Rod Glyn-Thomas  
**Ombudsman**