

The complaint

Mr A complains that Clydesdale Bank Plc trading as Virgin Money didn't tell him when his promotional offer was due to expire.

What happened

In December 2020 Mr A took out a Virgin Money credit card with a promotional offer. The offer included an offer in relation to balance transfers at 0% interest for 20 months with a 1% transfer fee.

Mr A completed a balance transfer once his account was open. The promotional offer was due to expire on 10 August 2022.

Mr A didn't settle the balance before the expiry of the promotional offer. Interest was applied to his account. He complained to Virgin Money and said he hadn't been given reasonable notice of the end of the promotional period.

Virgin Money didn't uphold the complaint. In its final response it said that each monthly statement confirmed that the promotional offer was due to expire on 10 August 2022. It said it had sent Mr A an email on 23 July 2022 to confirm that the offer was expiring shortly. It said that once the promotional offer had ended, it had correctly charged the applicable interest rate. Virgin Money said it would apply a one month interest waiver to Mr A's account as a gesture of goodwill.

Mr A remained unhappy and complained to this service.

Our investigator didn't uphold the complaint. She said she was satisfied that Virgin Money had provided reasonable notice about the end of the promotional period.

Mr A didn't agree. He said he hadn't received the email from Virgin Money dated 32 July 2022.

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've reviewed the terms and conditions of Mr A's account. These say that Virgin Money may contact Mr A about the account by any means, including messages on his monthly statement, post/phone/text and email.

I've reviewed Mr A's monthly statements and I can see that the expiry date of the promotional offer is shown on each statement. I appreciate that Mr A has said that he didn't check his monthly statements, however, it's his responsibility to do so. In the circumstances, I'm satisfied that by including details of the end of the promotional offer on the monthly statements, Virgin Money took reasonable steps to remind Mr A of the offer end date.

In addition to the monthly statements, I can see that Virgin Money sent an email to Mr A on

23 July 2022 advising him that the promotional offer was expiring shortly. Mr A has told this service that he didn't receive the email. I've reviewed the email and it's correctly addressed to Mr A. Mr A has said he was told by a Virgin Money agent that the email wasn't actually sent due to a system error. I haven't seen any evidence to support this. But even if Mr A didn't receive the email (for whatever reason), I'm satisfied that Virgin Money had already done enough by advising Mr A of the offer end date on his monthly statements.

For these reasons, I don't uphold the complaint and I won't be asking Virgin Money 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 A to accept or reject my decision before 26 December 2023.

Emma Davy
Ombudsman