

The complaint

Mrs O complains that Clydesdale Bank Plc trading as Virgin Money, has not met its obligations in regard to a payment she made for an installation of a cooker.

What happened

In July 2023 Mrs O paid around £108 using her Clydesdale Bank Plc trading as Virgin Money ('Virgin' for short) credit card to pay for a first hour call out charge to an installer to install her cooker. The Installer arrived and the records show the Installer described that the piping in the property was insufficient to install the cooker safely. So they quoted for the work to improve the property piping, which Mrs O declined. So unwilling to install due to the property piping the Installer left.

Mrs O says the installer did no work so she doesn't see why she should pay anything for someone coming to her property and doing nothing and leaving. So she took her dispute to Virgin.

Virgin decided not to take Mrs O's dispute with the installer further through the chargeback process or pay a claim under Section 75 of the Consumer Credit Act 1974. Unhappy Mrs O brought her complaint to this service.

Our Investigator considered that Virgin had treated Mrs O fairly. However Mrs O didn't agree so this decision came 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.

I should start by saying this complaint is about Virgin. It is not about this installer who isn't within my remit. I can only consider what Virgin did here and whether it did what it should have done.

Chargeback is a straightforward dispute resolution process run by the relevant card network (not Virgin). It allows for disputes to be raised with merchants and them to either accept the chargeback or provide its evidence on the matter. If an amicable conclusion cannot be reached ultimately it's the card network itself which decides the outcome of the dispute. So its possible for a card issuer such as Virgin to take the chargeback throughout the whole process and still not be successful in getting a refund having done everything correctly.

Here Virgin considered the matter and decided not to take the dispute with the installer further. It pointed to the terms and conditions and said that those terms meant that Mrs O agreed to pay the call out fee in all circumstances. Similarly it concluded that there had been no breach of contract as Mrs O had agreed to the call out fee. So it didn't do any more.

I've considered the terms here and it's clear that once Mrs O agreed for the installer to attend whatever happened once they arrived Mrs O had agreed to paying the fee. It wasn't

the installer's fault that the piping was not sufficient for it to install the cooker without further work. And it has a duty to work safely. Mrs O points to someone who later did the job for a lesser price doesn't mean that this installer did something wrong. It just means Mrs O's other installer was willing to do the job for less money.

Mrs O has made a number of comments about this being a scam organisation, about this service not protecting her and letting businesses '*get away with murder*'. I simply disagree with her characterisation of what happened here. Mrs O agreed to the call out fee and terms and accordingly Virgin hasn't treated her unfairly by deciding to not take the matter further under S75 or chargeback. She has been treated fairly by Virgin.

With the improvement of safety standards and regulations such complaints about installing appliances are not uncommon at this service. And in such complaints it is common to see problems stemming from the piping, electricals, water supply and other factors in the property either not being compatible with the appliance to be installed or not up to current safety standards for the installer to work with. And it is common and is the case in Mrs O's situation that the agreed terms and conditions make clear that if there is an incompatibility or safety issue making installation not straightforward that installers will then quote on the necessary work. This is what happened here. Mrs O then got the work done elsewhere, but this doesn't mean that the installer or Virgin did anything wrong.

I appreciate that this isn't the decision Mrs O wishes to read. However Mrs O's complaint is far from persuasive to my mind. Mrs O didn't lose out due to what Virgin did.

My final decision

I do not uphold this complaint against Clydesdale Bank Plc trading as Virgin Money. It has nothing further to do in this matter.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs O to accept or reject my decision before 17 December 2024.

Rod Glyn-Thomas
Ombudsman