

## **The complaint**

Mr M complains that Clydesdale Bank Plc trading as Virgin Money)“ Virgin”) made a decision not to issue him with a new card when his old card expired.

## **What happened**

Mr M holds a credit card account with Virgin. His card was due to expire in August 2023. Mr M says he used the card without issue during August, however, the day before he was due to go on honeymoon on 10 September 2023 the card was rejected in several stores.

Mr M contacted Virgin to ask for a replacement card as he hadn't been sent a new one. He was advised by an agent that Virgin had made a decision not to issue him with a new card when his old one expired.

Mr M complained to Virgin. He said he'd been caused embarrassment and distress because he'd had to rely on friends and family to borrow funds to use whilst on honeymoon.

In its final response dated 18 September 2023 Virgin said that the terms and conditions of the account allowed it to refuse to issue a replacement card in certain circumstances. It said it had sent a letter to Mr M on 8 May 2023 advising him of the decision not to send him a new card, and that it had explained the reason for the decision, which included his account history and information from credit reference agencies. Virgin said the decision for not issuing a new card was a credit based decision and that it hadn't made an error. Virgin advised Mr M that the decision not to issue a new card had been appealed for him and that he would be notified of the decision in due course if the appeal was successful.

Mr M wasn't happy with the response and brought his complaint to this service. He said he'd never received the letter dated 8 May 2023 because it had been sent to his previous address. Mr M said he'd contacted Virgin by telephone in 2021 and notified them of his change of address. Mr M said his appeal had been successful and he was now able to use the card again.

Our investigator didn't uphold the complaint. He said he was satisfied that Virgin had written to Mr M in May 2023 to let him know they wouldn't be sending a new card and that he could appeal. The investigator said that because Virgin hadn't heard back from Mr M in response to the letter, it hadn't made an error when it didn't issue a new card. The investigator said that although Mr M said that Virgin should've sent the letter to his new address, there was no record of any contact from Mr M in 2021 regarding a change of address.

Mr M didn't agree so I've been asked to review the complaint.

## **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 the account. These state that Virgin can refuse to

issue a replacement card in certain circumstances, including where they reasonably consider there is a risk you will not be able to repay the balance (even where you are paying the minimum payment).

I've reviewed the information which led to Virgin taking the decision not to issue a new card to Mr M. Whilst Virgin hasn't provided specific information, it appears that there was a reporting issue with Mr M's credit file.

Based on what I've seen, I'm satisfied that Virgin acted in line with the terms and conditions of the account when it made the decision not to issue Mr M with a new card. So I'm unable to say that Virgin made an error.

Mr M has said that he didn't receive the letter dated 8 May 2023 advising him of the decision not to issue a new card. He says that he notified Virgin that his address had changed when he moved house in 2021.

This part of the complaint is pertinent, because if Virgin sent the letter to Mr M's old address in error, this has arguably deprived Mr M of the ability to appeal the decision not to issue the card sooner than he was able to. So I've carefully reviewed all of the available evidence in relation to this specific point.

I can see that Mr M has more than one product with Virgin, he holds a mortgage and a credit card. I understand that he's also been a Virgin Media customer in the past. Mr M has said that Virgin was his mortgage provider when he moved in 2021 and that when he moved, he was assured by them that his details would be updated to reflect the change of address.

However, the mortgage side of the business is separate to the credit card side of the business. Virgin has explained that neither the accounts nor the products are linked, so the mortgage team don't have the ability to update any details on the credit card accounts. This means that unless Mr M contacted Virgin Money about his credit card in 2021, it wouldn't have been aware of his change of address.

I've checked with Virgin to see if Mr M contacted the credit card side of the business to advise of a change of address in 2021. Virgin has searched its system records but there's no record of any contact from Mr M. The only record of Mr M changing his address details is September 2023.

Mr M has said that he's always passed the security questions in relation to his address when he's called Virgin about his internet, his mortgage and his credit card, so he had no reason to think that his details hadn't been updated. However, I can see that this isn't correct in relation to his credit card, because when Mr M called about his card being declined on 10 September 2023, the system notes show that he failed the security question about his address at 14.27. The system notes also show that Mr M's address details were updated via the mobile app at 16.03.

I've also reviewed Mr M's monthly statements. These were available to him electronically. An email was sent to him each month advising him that the statement was ready to view. I've reviewed all statements since 2021. The address is clearly shown on the statements, and it is Mr M's old address. It's Mr M's responsibility to make sure that his address details are correct. I'm satisfied that Mr M knew – or ought to have known – that his address hadn't been updated for credit card purposes if he'd looked at his statements, which I'd expect him to do.

Taking all of the available information into account, I haven't seen any evidence to suggest that Virgin was at fault for not changing Mr M's address. There's no evidence that Mr M

asked for his address to be updated for his credit card until September 2023. So I can't say that Virgin was at fault when it sent the letter dated May 2023 to the address it held on file for Mr M.

For the reasons I've explained, I'm unable to uphold Mr M's complaint. I won't be asking Virgin 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 M to accept or reject my decision before 11 September 2024.

Emma Davy  
**Ombudsman**