

The complaint

Mr S complains that Clydesdale Bank Plc trading as Virgin Money (Virgin) has lost money previously held in accounts in his name and is refusing to investigate.

What happened

Mr S held a current account and deposit account with Virgin. Around 2001, he received a letter from Virgin to say that a branch was closing so his current account would be moved to a different branch. At this time, the balance in the current account was just over £223. Mr S also holds a passbook for the deposit account with the last transaction showing in June 1996 and a balance of around £1,622.

Mr S says that he heard nothing more from Virgin after the end of 2001 but was not concerned by this, thinking the funds were safe in the accounts.

After Mr S decided to move the money elsewhere, Virgin told him that the accounts had been closed with nil balances. When Mr S complained, Virgin told him that it could not investigate as more than six years had passed. Virgin also said that it had asked its closed account and unclaimed balances teams about the money but due to the timescales, they did not have any information about where the funds were sent.

Our investigator did not uphold Mr S's complaint. He said that as it had been almost 20 years since statements were last issued, it was not unreasonable for Virgin to say it had no record of the accounts.

Mr S is unhappy with the investigation outcome and says that he was the only person with access to the passbook. Mr S is adamant that he did not withdraw the funds from either account.

As the complaint has not been resolved, it has come to me to make a final decision.

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.

Where the evidence is incomplete, inconclusive, or contradictory (as some of it is here), I reach my decision on the balance of probabilities – in other words, what I consider is most likely to have happened in light of the available evidence and wider circumstances.

I can understand why Mr S is concerned about what has happened to the money in his accounts. But banks and building societies, don't refuse access to accounts if a customer can prove their identity. And the passbook is not conclusive proof that the account still exists or that the funds were not withdrawn.

I asked our investigator to go back to Virgin to make sure that it had checked all available records to try and locate the funds. As Mr S told us that his postcode had changed over time, Virgin checked its records using his name, address, and postcode variation. Virgin confirms

that it has no record of transactions beyond 1996 and neither account is showing in its' unclaimed balances. Virgin has also checked with its back office support and neither account appears on the closure report.

Like our investigator, I think it is possible that, due to the passage of time, Mr S has forgotten that the money in the accounts was withdrawn. But whether or not that is what actually happened, I am satisfied that Virgin has carried out the appropriate searches against Mr S's personal details and that his accounts no longer appear in its records. Due to the passage of time, only limited information is available but this is not unreasonable since Virgin is only required to retain records for six years. On the evidence available, I do not conclude that the accounts are still open and that the money remains. So, I cannot fairly require Virgin to pay the amount showing in the passbook or statement to Mr S.

My final decision

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 30 September 2024.

Gemma Bowen
Ombudsman