

The complaint

Mr S complains that Clydesdale Bank Plc trading as Virgin Money will not pay him the balance from a recently re-discovered account statement.

What happened

Some time ago, Mr S got divorced and moved from what had been the marital home. Recently, Mr S's son passed on some paperwork belonging to Mr S that had turned up in the house, including old letters from Clydesdale. Amongst the paperwork was an account statement issued in January 2000 showing a balance of over £400.

Mr S contacted Clydesdale and asked the bank to find the account. He provided a copy of the statement. He explains that he had at least three phone conversations with the bank about the account and was told that someone would get back to him, but they never did. Mr S made a complaint.

In its final response, Clydesdale said it had taken steps to locate information regarding the account but had not been able to identify an unclaimed balance. It said it was likely the account had been closed. It recognised that it should have provided Mr S with an answer sooner and offered £75 compensation for the distress and inconvenience it had caused him.

Mr S referred the complaint to this service. He wanted Clydesdale to pay him the money. Our Investigator looked into the matter but didn't recommend it should be upheld. He explained that he'd seen evidence from the bank to show the account had been closed in September 2001. He thought it was more likely than not that the funds were withdrawn at that time. He didn't think it was unreasonable for Clydesdale to say it was unable to pay Mr S the money. He thought the compensation Clydesdale had offered for its poor service was fair.

Mr M didn't agree and asked for the matter to be considered by an Ombudsman. He said the account hadn't been closed and the money should still be there. He felt Clydesdale had been evasive about the matter and was hiding something, especially as it had failed to call him back on a number of occasions. As no agreement has been reached, the matter has been referred to me.

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.

Having reviewed everything, I'm not upholding this complaint. I know this isn't the news Mr S was hoping for, so I'll explain why. Where there is a dispute about what happened, I must reach my decision on the balance of probabilities – that is what I consider is more likely than not to have happened, given the evidence that is available and the wider circumstances.

Mr S can show the account existed. He's provided a copy of an account statement and I can see that the last entry shows a balance of around £400. I appreciate that Mr S considers the

account must still be open as the paperwork has been kept for all of this time. But a statement is a snapshot of how an account stood at a particular moment in time. I don't agree the fact that Mr S still has this statement is enough to prove these funds are still deposited at the bank.

Clydesdale has sent us screenshots of the searches carried out on its systems to try and locate the account. I would only expect Clydesdale to still have detailed records of any accounts that are open or dormant. I wouldn't expect Clydesdale to have much information now if an account has been closed. The last record the bank has of this account is from over 20 years ago. It has found evidence to support it was closed in September 2001.

I'm satisfied Clydesdale has done what it can to try and trace the money. If Mr S still held an account with Clydesdale with this balance, it would have come up in the bank's searches. As there is nothing to show Mr S has an active account with Clydesdale, I cannot fairly conclude that the bank still holds this money. I haven't any doubt that Mr S has brought this complaint in good faith and in the honest belief that the account was still open, but the evidence from the bank's records doesn't support this. From what I have to consider, I think it's more likely than not that Mr S closed the account in 2001 in circumstances that he's long since forgotten due to the passage of time.

I do agree with Mr S that Clydesdale handled this matter poorly. The bank accepts that it didn't call him back when it said it was going to. I think the £75 compensation the bank offered in its final response to acknowledge this is a fair and reasonable way to recognise the impact caused to Mr S.

My final decision

Clydesdale Bank Plc trading as Virgin Money has already made an offer to pay £75 to settle the complaint and I think this offer is fair in all the circumstances. So my decision is that Clydesdale Bank Plc trading as Virgin Money should pay Mr S £75 if it has not already done so.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 3 April 2024.

Claire Marsh
Ombudsman