

The complaint

Ms K and Mr K are unhappy with the limited information and evidence Clydesdale Bank Plc ('Clydesdale'), trading as Virgin Money, can provide about what happened to funds held within their account.

What happened

In October 2024, Mr K found a statement from Clydesdale, trading as Yorkshire Bank, dated October 1995 which he said showed an account balance of £15909.41.

Mr K visited a branch in an effort to locate the account, but the branch staff were unable to help. They took details of Mr K's enquiry, evidence and account information and escalated the matter internally.

After investigating Clydesdale found a record indicating that the account was transferred to 'unclaimed balances' in 2003 and had been inactive since 2001. It showed the balance was repaid on 30 November 2011, an amount of £993.85.

Ms and Mr K complained to Clydesdale. They did not recall reclaiming the funds in 2011 or withdrawing funds amounting to nearly £15,000 between 1995 and 2001. Ms and Mr K felt the bank ought to have retained records and should be able to demonstrate what happened to the funds.

Clydesdale didn't uphold the complaint. It said no statements were available due to the passage of time and so it couldn't advise what had happened to the funds. It said it could find no evidence of a bank error and said it had followed the Financial Conduct Authority (FCA) guidelines for the retention of documents and statements.

Ms and Mr K remained unhappy and brought their complaint to our Service. They observed that they'd evidenced their version of events with the statement provided and felt that unless Clydesdale could evidence what had happened to the funds, these funds ought to be made available to them to withdraw.

Our Investigator looked into things, but didn't uphold the complaint. In brief they said they thought there was no evidence Clydesdale had acted unreasonably, and that Ms and Mr K likely withdrew the funds but forgot that they did so.

Ms and Mr K disagreed. They raised a number of points which included that the withdrawal of the funds would have required signatures, but the bank had no evidence of the withdrawal form.

So, the complaint was passed to me to consider.

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 carefully read all of the correspondence sent to this Service. That being said, my decision won't address every point or comment raised. I mean no discourtesy by this, it simply reflects the fact our Service is an informal dispute resolution service, set up as a free alternative to the courts. So, in deciding this complaint I've focussed on what I consider to be the heart of the matter, rather than considering every issue in turn.

It's important to stress that statements offer a snapshot of an account at a particular point in time. So, the lack of further available statements here, doesn't prove there were no further withdrawals.

Clydesdale has searched its records for information related to the account which is what I'd expect it to do. I've viewed the record it has found, and whilst I am aware Ms and Mr K have doubts about the reliability of this evidence, I'm satisfied it indicates the account was inactive from 2001, moved to 'unclaimed balances' in 2003 and the balance was withdrawn in 2011, as Clydesdale has suggested. I'm also satisfied that the account balance, at the point of withdrawal (inclusive of interest) was £993.85.

Ms and Mr K do not recall making significant withdrawals from this account after 1995, nor do they recall reclaiming the account balance in 2011. So, I can see why they are concerned about what's happened here.

The difficulty I have is that there is very limited evidence. I know Ms and Mr K think Clydesdale ought to be able to evidence and provide more detail regarding the transaction history and withdrawal of the funds, for example by providing the statements or signed withdrawal form. But banks aren't required to keep this sort of information indefinitely. And I don't think it's unreasonable that Clydesdale wasn't able to provide more information about withdrawals from a closed account from between 13 and 20 years ago. So, the absence of this evidence doesn't persuade me Clydesdale acted unfairly.

Where evidence is incomplete or conflicting, I need to decide what I think is most likely to have happened. And on balance, I think it is unlikely that Clydesdale would allow someone without appropriate identification to withdraw funds from this account. I think it's more likely than not authorised payment methods were used to make withdrawals and that staff involved in the account balance reclaim followed the identification process it had in place. This is not to make a conclusion on whether the funds were definitely withdrawn by Ms and Mr K, but rather to say that the evidence doesn't persuade me that Clydesdale did anything wrong.

For all of these reasons, based on the available evidence, I am not persuaded that Clydesdale acted unfairly here. As such, I'm afraid I don't agree that Clydesdale ought to make the account balance, as it was in 1995, available to Ms and Mr K to withdraw.

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 Ms K and Mr K to accept or reject my decision before 14 October 2025.

Jade Cunningham
Ombudsman