

The complaint

Mrs C complains that Clydesdale Bank Plc trading as Virgin Money (Virgin) wouldn't refund a cash difference.

What happened

On 24 September 2022, Mrs C visited a branch of Virgin and used the 'express deposit service' to deposit two amounts, one for £11,000 and one for £15,000. On 6 October 2022, her account was debited with £20 and £280 – these being shortfalls on the cash deposits. Virgin wrote to Mrs C on 6 October 2022 to explain the discrepancies and the action taken. On 8 October 2022, Mrs C visited the branch to find out what had happened.

On 3 November 2022, Virgin refunded £20, but not the other amount of £280.

Mrs C complained. She said she was certain she had paid in the amounts of £11,000 and £15,000, and the cash had been counted separately by a colleague. She hadn't been advised by Virgin what had happened, and when she went to the branch she was spoken to in a discourteous manner by a member of staff. She said Virgin should refund the money and pay compensation.

Virgin said they'd investigated the matters Mrs C raised. They said that the first bag of cash hadn't been turned inside out and when it had been the £20 was found and recredited to Mrs C's account. They checked the other deposit and concluded there was a shortfall of £280. Virgin apologised for the manner of the member of staff at the branch – although the calls weren't recorded.

Virgin said they'd written to Mrs C on 6 October 2022, but the delays in the receipt of the letter wasn't their responsibility. Virgin also said that the terms and conditions of the express deposit service said that an account can be debited or credited with any difference found when the money is counted. Virgin paid compensation of £50 for the service provided at the branch.

Mrs C brought her complaint to us. Our investigator said Virgin acted reasonably and didn't uphold the complaint. Virgin's terms and conditions covered what happened if there was any shortage in the cash paid in.

Mrs C didn't agree. She said she hadn't been advised anything about the terms and conditions, nor told her account could be debited with any shortfall. She also brought another complaint to us concerning Virgin's process when she wanted to make a large cash withdrawal in March 2023. She asked that an ombudsman look into her complaint, and so 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.

In response to our investigator's view, Mrs C has said she wasn't happy about the way Virgin dealt with a large cash withdrawal in March 2023 – but this is a new complaint, and it is only fair that she puts this to Virgin in the first instance. So this decision doesn't deal with that.

I was sorry to hear of the upset that Mrs C has experienced. It's my role to reach a fair decision based on the evidence I've seen.

Virgin explained that their process is for any cash deposit discrepancy to be double checked by another member of staff; and for the bags to be turned inside out to check if any cash remained.

Virgin said the CCTV had been looked at which showed the first bag (£11,000) wasn't so checked – and therefore the £20 was refunded. They told us that CCTV was checked and it did show that the check on the second bag (£15,000) was carried out. The CCTV is no longer available due to the time that's passed.

I've seen Virgin's records of the checks they carried out – and both show the initials of two staff members when they made the checks. The document clearly shows there was a shortfall of £280 (on the credit of £15,000) – and that it was double checked and signed by the two staff. So – I'm persuaded that there was a shortfall of £280.

I've also seen the letter Virgin sent to Mrs C dated 6 October 2022. Mrs C has said to us that this wasn't sent quick enough, nor was it received in a timely way by her. I've considered this – and we can't hold Virgin responsible for any slow delivery by Royal Mail. But - I agree that it would've been better if Virgin sent the letter to Mrs C earlier than they did (it took two weeks to send). But of itself, I don't think this warrants further compensation.

I've also reviewed the terms and conditions of the deposit service, and this does say "*The Bank is not liable for any discrepancy between the amount or details of the deposit recorded on the Pay-in Slip and the actual contents of the Deposit Bag verified by the Bank. The Bank will notify you of any such discrepancy as soon as possible.*" I note Mrs C says she wasn't aware of this – but I think it's reasonable for me to say that such a term would be common for all banks for such a cash deposit service – where the cash isn't counted on the spot when it's paid in.

Therefore – I don't think it is reasonable to ask Virgin to refund the £280.

Mrs C has said that she wasn't happy how she was spoken to when she visited the branch - there isn't a recording of that. But in this case, Virgin have accepted what Mrs C has said and paid compensation of £50 – which I consider is reasonable in the circumstances of this complaint.

In summary, I think Virgin dealt with Mrs C's complaint reasonably – and I'm not asking them to do anymore here. **(continued)**

My final decision

I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs C to accept or reject my decision before 11 October 2023.

Martin Lord
Ombudsman