

## **The complaint**

Mr F is unhappy that Clydesdale Bank Plc, trading as Virgin Money, didn't allocate his money to his accounts as he'd instructed.

## **What happened**

In April 2023, Mr F raised a complaint with Virgin because he was unhappy that they hadn't allocated £6,000 that he'd transferred into Virgin as he'd requested. Mr F had wanted £5,000 to be placed into his saving account, which offered a higher rate of interest than his current account. But Virgin placed all £6,000 of his money into his current account, meaning that it incurred a lower rate of interest than should have been that case.

Virgin responded to Mr F and explained that their accounts were self-managed, meaning that once the £6,000 was received into the current account, it was Mr F's responsibility to have moved £5,000 from his current account to his savings account if he'd wanted to do so. Mr F wasn't satisfied with Virgin's response, so he referred his complaint to this service.

One of our investigators looked at this complaint. But they didn't feel Virgin had acted unfairly in how they'd managed the situation and so didn't uphold the complaint. Mr F remained dissatisfied, so the matter was escalated to an ombudsman for 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.

Mr F has explained that he held a conversation with a member of Virgin's staff before he transferred the £6,000 into Virgin and told them that he wanted £5,000 of that money to be allocated to his savings account. And Mr F has further explained that Virgin's staff member confirmed that his money would be allocated as he was requesting.

Virgin question whether the conversation Mr F held with their staff member went as Mr F contends. And they've confirmed that their doubts are founded on the fact that their accounts are self-managed, meaning that it's the responsibility of the account holder to move money from one account to another if they want to.

Because of this, Virgin feel it's more likely that Mr F was told he could move £5,000 to his savings account if he wanted to, rather than that £5,000 would be moved by Virgin – without an instruction at that time – once the £6,000 was received into Mr F's current account.

In circumstances such as this, where the positions of the complainant and the respondent contradict one another, but where no direct evidence is available to confirm either which position is the correct one, I have to decide – on balance, and in consideration of all the information presented to me – which of the two positions I feel is most likely to be correct.

In this instance, I find Virgin's position to be most persuasive. This is because Virgin's accounts are self-managed. And I feel it's unlikely that a Virgin member of staff would have

confirmed to Mr F that they could move his money between his accounts without an instruction given to them to do so at a time when that instruction could be carried out – i.e. after the £6,000 was received into Mr F's Virgin current account. And I feel that if Mr F did believe he could pre-instruct Virgin to allocate his money between his accounts, that its most likely that Mr F misunderstood the information Virgin's staff member was giving him.

Additionally, as the account holder, it's Mr F's responsibility to monitor his accounts. And this means that when the £6000 was received into his Virgin current account, it was Mr F's responsibility to have understood that Virgin hadn't moved £5,000 to his savings account as he was expecting, and to have instructed the movement of that £5,000 himself.

All of which means that I don't feel that Virgin have acted unfairly as Mr F contends here. And it follows from this that I won't be upholding this complaint or instructing Virgin to take any further or alternative action.

If I felt that Mr F had given an instruction to Virgin following the receipt of the £6,000 into his current account that Virgin had failed to adhere to, then I would almost certainly find differently here. But I have no evidence that this was the case, and I don't believe it's likely to have happened. Rather, I feel that Mr F may have come to an incorrect understanding that his money would be moved without an immediately actionable instruction from him to do so following the receipt of that money into his current account, and that the non-movement of his money was then unfortunately compounded by Mr F not monitoring his Virgin accounts.

I realise this won't be the outcome Mr F was wanting, but I hope he'll understand, given what I've explained, why I've made the final decision that I have.

### **My final decision**

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr F to accept or reject my decision before 1 January 2024.

Paul Cooper  
**Ombudsman**