

The complaint

Mr and Mrs C complain Clydesdale Bank Plc trading as Virgin Money are not allowing them to add cash to their account at a Post Office due to limits they weren't aware of.

What happened

Due to Mr C's personal circumstances, it is impractical for him to visit a branch of Virgin Money to deposit cash, so he uses a facility they have made available, to deposit cash at a Post Office. Mr C has regularly been using this facility to deposit cash, but when he tried to do so recently, the deposit was denied which caused him a lot of embarrassment. Mr C contacted Virgin Money to find out why he was unable to deposit cash into his account, and they told him there was an annual £10,000 cash deposit limit at the Post Office. He says Virgin Money are unable to tell him when this limit would be removed/expire, but they have been unable to tell him. Mr and Mrs C made a complaint to Virgin Money.

Virgin Money did not uphold Mr C's complaint about being able to deposit cash in the Post Office. They said information about the Post Office tariffs would have been provided to him, and the information can also be found on their website. They said the call handler explained to Mr C that there was a £10,000 deposit limit over a 12 month rolling period. Mr and Mrs C brought their complaint to our service.

Our investigator did not uphold Mr and Mrs C's complaint. She said that personal customers can deposit a maximum of £2,000 in cash per day up to a maximum of £10,000 in a 12-month rolling period into their accounts at a Post Office branch, which Mr and Mrs C had reached. She said although Virgin Money do not have the information about where they are with their Post Office cash deposits, they have suggested Mr and Mrs C could visit a Virgin Money branch and deposit cash as there is no deposit limit for their branches. She said Mr and Mrs C would be able to keep a track of all cash deposits they make at the Post Office so they would be aware of when they could deposit again, as it is a 12 month rolling period.

Mr and Mrs C asked for an ombudsman to review their complaint. Mr C said Virgin Money can't tell him when the limit was and when it would be reviewed, and he questioned how they could stop him when they don't keep such records already. He says two months after this happened, he tried to make a deposit and again the Post Office refused to accept the funds, so it couldn't be a 12 month rolling period.

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'd like to explain to Mr and Mrs C that it is not within this service's remit to tell a business what deposit limits they should enforce via different methods of deposit. I'm also unable to ask them to change their systems to calculate the cash deposits they've made in a Post Office in the last 12 months as this would be a commercial decision for Virgin Money to make. It would be the role of the regulator – the Financial Conduct Authority, who have the power to instruct Virgin Money to make changes to its policies and procedures, if necessary.

I must make Mr and Mrs C aware that I'm only able to look into the actions of Virgin Money here, and not any other business that may be involved in the process. This is because this complaint has been brought against Virgin Money.

I've considered what Mr C has said about not being aware there was a 12 month rolling period for deposits. Virgin Money have provided evidence that they sent Mr C an email dated 6 October 2022. I can see it was sent to the same email address that Mr C has given to our service, so I'm satisfied it was sent to the correct email address. The message name of the email is Post Office Deposit Limit Change. Virgin Money's software shows that Mr and Mrs C did not open this email. So they may have been unaware of the change to the limits. But I would be unable to hold Virgin Money responsible for Mr or Mrs C not opening an email they were sent. Mr and Mrs C may wish to check that Virgin Money emails aren't sent to their junk/spam folder, so they are aware of any future changes.

I can see on Virgin Money's website and the tariff of the account Mr and Mrs C holds that it shows a Post Office cash deposit limit of £10,000. Virgin Money have explained that this was introduced due to the regulator asking banks to review how much customers can pay into the Post Office to help reduce financial crime. I know it is frustrating for Mr C that Virgin Money can't tell him where he is at in a 12 month rolling period for his Post Office cash deposits. And I can sympathise with his predicament here, and Virgin Money say this is something they are working on. But as I've previously mentioned, our service is unable to ask them to change their systems as a result of this complaint. The Post Office is likely to use different systems to Virgin Money and this is why the Post Office can tell him when the deposit limit is reached unlike Virgin Money.

But Virgin Money do offer the facility for Mr and Mrs C to track this through their mobile application and their statements. They have set out in their response to Mr C's complaint how he can do this. So Mr and Mrs C may wish to look at this. Virgin Money have also sent us an electronic version of Mr and Mrs C's statements from 1 August 2022 to 24 July 2023. I've been able to use a search facility to easily identify the Post Office transactions. If Mr and Mrs C wants a copy of these statements to help them easily see what cash was deposited at the Post Office and when, then our investigator can forward these on to them, if they ask her to.

Virgin Money have also offered other solutions to Mr C's problems. Due to Mr C's personal situation, he may be unable to visit a Virgin Money branch like they have suggested. But they have also suggested that instead of Mr C paying in cash, he may be able to ask the people/businesses who are giving him cash to provide him with a cheque instead, or to make an electronic payment into his account, as these aren't subject to the same deposit limits. So Mr and Mrs C may wish to look into this if this is a possibility to receive the funds other than cash.

I've considered what Mr C has said about still not being able to deposit two months after he tried to, so it didn't appear there was a 12 month rolling deposit limit. But I've noted the email about the changes was sent to him in October 2022. So depending on what notice of the change was given, this wouldn't have been in force from account opening. So Mr and Mrs C may have previously been able to pay in more than £10,000 in cash. But now they can only pay in £10,000 in cash in a rolling 12 month period. Based on when the email was sent to them, they should now be able to use their statements as a guide as to when Mr and Mrs C paid in cash, and when this would no longer count towards the rolling limit. But it follows I don't require Virgin Money to do anything further.

My final decision

I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr and Mrs C to accept or reject my decision before 7 February 2024.

Gregory Sloanes
Ombudsman