

The complaint

Mr and Mrs K complain that Lloyds Bank PLC (Lloyds) failed to reimburse them for an ATM dispute which left them £250 out of pocket from their Lloyds account.

What happened

Mr and Mrs K say on 7 March 2023 they attempted to withdraw £250 cash from their Lloyds account via an ATM. They say the transaction was declined and no cash was dispensed, so they tried to withdraw £20 and £200 – both these transactions were successful, and cash was dispensed. Mr and Mrs K say the £250 that was declined was still debited from their account and they want Lloyds to reimburse them for this.

Mr and Mrs K also complained to the owner of the ATM (I'll refer to the owners as X). X told Mr and Mrs K that their records show the transaction was declined and no cash was dispensed. So, Mr and Mrs K say this money should not have been debited from their account.

Lloyds say they have been provided evidence from X that the transaction for £250 from their Lloyds card ending 6986 was successful and the money was dispensed. Evidence from X also states the ATM was reconciled on 10 March 2023 and there's no evidence the cash had not been dispensed. Had the machine failed to dispense the cash for any reason, the ATM would have had an extra £250 in it. So, Lloyds haven't reimbursed Mr and Mrs K as they are satisfied the cash was taken.

Mr and Mrs K feel strongly that they are being defrauded by the banks. They feel their reputation has been tarnished and they're unhappy with how they've been made to feel as a result. Mr and Mrs K have provided evidence to suggest the ATM doesn't work properly. They have also requested the CCTV from X to prove that no cash was actually dispensed. But as of now, no CCTV has been provided in evidence by either party.

Our investigator considered this complaint alongside the evidence provided and decided not to uphold it. Mr and Mrs K are unhappy with this outcome, so the case has been passed to me for a 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 and Mrs K have raised a number of points and although I may not mention every point raised, I'd like to reassure both parties that I've read and considered everything we've been provided in its entirety.

Where there's a dispute about what happened, and the evidence is incomplete or contradictory, I must make my decision on the balance of probabilities – in other words, what I consider most likely to have happened in light of the available evidence.

Mr and Mrs K originally raised this dispute with Lloyds quoting the wrong date, 6 March 2023 instead of 7 March 2023. But this has now been cleared up and I've ensured the evidence relied upon in this decision is in relation to the transactions from the 7 March 2023 only.

Mr and Mrs K have provided a screen shot of their Lloyds account which shows three cash withdrawals on 7 March 2023 from the ATM in question – for £250, £200 and £20. I've also seen the ATM records for the same date which details the transactions made. This shows there were three transactions made with Mr and Mrs K's Lloyds card ending 6986 – for £250, £200 and £20. These records show the card used, the amount of money requested, and cash being dispensed and taken. So, it seems likely that all the debits shown on Mr and Mrs K's Lloyds account were authorised and collected from the ATM machine.

Mr and Mrs K are adamant that they didn't receive the money and that the ATM doesn't work properly. They've provided bank records to show they tried to withdraw £200 from the same ATM at a later date, and the money was debited from their account but then credited back as they'd not received the cash from the ATM. But the evidence supplied simply shows £200 was debited and £200 was credit back – no further detail is provided on the screenshot to evidence what Mr and Mrs K have said. Also, evidence of an error with the ATM at a later date doesn't persuade me that there was also an error on 7 March 2023 without any other supporting evidence.

But I accept there is a small possibility there could've been a problem with the ATM in which it was recording money as being dispensed when it hadn't been. However, I've seen evidence of the ATM checks from 10 March 2023 which records that the ATM was reconciled on 10 March 2023 with no cash difference. Had the machine failed to dispense the money, there would be an extra £250 in the machine. So, I think on the balance of probabilities it's likely the cash was dispensed as the ATM records state, and the money was taken from the machine as there was no cash difference on the ATM reconcile records.

Mr and Mrs K have requested the CCTV footage from the ATM from X, however, X have said the footage is only available for 30 days and as that time has now passed, they are unable to recover this. They have suggested that this may be a matter for the Police to recover from the store. So, without this evidence I am unable to reply on what Mr and Mrs K have said about the money not being dispensed. Specially as I have been provided with persuasive evidence that the money was dispensed from the machine and taken from it.

I can understand Mr and Mrs K's frustrations and I am sure they will be disappointed with my outcome. My outcome is based on the evidence I've seen. I have no intention to call Mr and Mrs K liars, I am simply making a decision on what I think is more likely to have happened given everything I've seen so far.

I have also seen from the ATM records that a card ending 5024 was used in between the Lloyds withdrawal of £250 and the Lloyds withdrawal of £20. This records that £250 was requested from the machine but it was not authorised due to "issuer limited reached" – so no cash was dispensed for this transaction.

Mr and Mrs K supplied a letter from X which states that a transaction was attempted on the ATM with card ending 6986 which was declined, and no cash was dispensed. But X have since clarified that this was an error possibly caused by Mr and Mrs K quoting the wrong date in their complaint initially - and their position is that all three transactions made with card ending 6986 on 7 March 2023 were approved, and the money was dispensed.

I know this is not the outcome Mr and Mrs K were hoping for but based on the evidence I've seen I am not upholding this complaint. Lloyds have offered £35 in compensation for any trouble or upset their complaint handling has caused, in the circumstances I think this is fair.

My final decision

I am not upholding this complaint.

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

Sienna Mahboobani
Ombudsman