

The complaint

Mr A complains that Santander UK Plc did not call him back when an automated teller machine (ATM) took his money and did not credit it to his account until the following day.

What happened

On 8 March 2023, Mr A attempted to deposit £1,000 in an ATM outside a Santander branch. This did not work, and his cash was returned to him. He attempted this three more times and on the last attempt, his cash was taken by the machine and was not credited to his account. Mr A says he spent around three hours outside the machine in the rain trying to contact Santander and when he got through, he was told the dispute had been logged and he would receive a callback the next day. However, he did not receive a callback and the funds were credited to his account on 9 March 2023.

Santander apologised and offered Mr A £50 compensation for not calling him back when they said they would. However, Mr A declined this as he felt £300 was more reasonable considering the time he spent outside dealing with the issue.

Mr A referred the complaint to our service and our Investigator looked into it. They found that the deposit had failed as Mr A had reached his 12-month rolling cash deposit limit of £10,000 and he could not deposit anymore in ATMs. So, they did not think Santander had made an error with the cash deposit itself. And they agreed that the £50 compensation offered was reasonable for the impact the service provided had on Mr A.

Mr A disagreed with the outcome and as an informal agreement could not be reached, the complaint has been passed to me 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.

Having done so, I think the offer already made of £50 compensation is in line with what I would have recommended in the circumstances, and I don't think this should be increased. I'll explain why in more detail.

Mr A was attempting to deposit £1,000 in cash into his account via a Santander ATM outside one of their branches. His attempts were rejected three times before the funds were eventually taken by the ATM. Santander have evidenced that this was because Mr A had reached the £10,000 12-month rolling limit on ATM deposits on his account.

Santander have provided an account statement addressed to Mr A that sets out the rolling annual limit and have evidenced that he had reached this limit by March 2023. In addition, Mr A mentioned during the call when he logged this incident that this had happened to him once before in December 2022, namely that he had attempted to deposit cash in an ATM and it was taken, and it appears this was also due to him reaching his annual limit. Considering this, I don't think Santander made an error when Mr A's cash was not accepted

by the ATM.

Santander have provided evidence to show what happened at the specific ATMs that Mr A used. These show that when Mr A attempted to make the final deposit on the second ATM, the transaction was denied and the notes were presented to him, and when Mr A did not pick these up, they were taken by the machine and placed into the reject bin. So, I don't think that Santander made an error when the notes were retained by the ATM as it does not appear there was a fault with the machine at that time and it followed its usual process when cash is not removed from the ATM promptly.

Mr A says he then spent an excessive amount of time trying to contact Santander to report the incident. Looking at the ATM logs I can see that the cash was retained at 19:47 and looking at Santander's call logs, he was able to get through to a call handler at 19:53 and a dispute was logged at 20:19. I think that it is reasonable that reporting an incident will take at least some time and I don't consider Mr A's waiting times to be excessive here. I do appreciate that it was not a pleasant evening weather wise as Mr A has described but I don't think Santander can be held responsible or that they should be penalised for this.

I can see that £1,000 was deposited into Mr A's account the following day and I think this was a reasonable timeframe.

I've listened to the phone call in which Mr A logged the dispute and I can see that he was told he would receive a call from the branch where the ATM was located the following day. However, this did not happen, and I can appreciate that it would have been upsetting for Mr A to be waiting to find out what had happened to his funds. I've considered the compensation offer of £50 and this is in line with what I would have recommended in the circumstances for the lack of a call back. So I do not direct Santander to increase this.

My final decision

I think the offer of £50 compensation is fair in the circumstances and I do not direct Santander UK Plc to increase this. Santander UK Plc should now pay this to Mr A if it has not done so already.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 19 September 2023.

Rebecca Norris
Ombudsman