

The complaint

Mr and Mrs D have complained that Northern Bank Limited (trading as Danske Bank) won't refund a withdrawal where they say the cash did not dispense.

What happened

In spring 2023, Mr D requested £200 at a cash machine. He's explained that he put the cash in his wallet, ran an errand, and travelled home, then at home found that he only had £100 with him. He reported to Danske Bank that the machine had dispensed £100 too little.

Danske Bank checked the machine and found that the cash had dispensed properly.

Our investigator looked into things independently and upheld the complaint. Danske Bank didn't agree, so the complaint's been passed to me to decide.

I sent Danske Bank and Mr and Mrs D a provisional decision on 12 December 2023, to explain why I didn't think the complaint should be upheld. In that decision, I said:

According to the ATM's electronic records, Mr D put in his card and PIN, checked the balance, and asked to withdraw £200. The withdrawal was approved, the card was returned and taken out, the £200 was dispensed in exactly correct notes, and the money was taken right after. According to the records, the machine did not experience any errors or shut down, and none of the cash was retracted – it all dispensed successfully.

The customers before and after Mr D were also able to use the machine without any issues, and the next customer was only a couple of minutes afterwards. The cash machine does not appear to have had any problems at the time.

When the cash machine was checked for balancing a few days later, the analyst confirmed that it balanced, aside from an extra £140 in cash which could be matched up to three specific customers, none of whom were Mr or Mrs D. Those customers had had their cash retracted, e.g. because they didn't take their cash from the slot in time so it went back into the machine. The £140 was refunded to them and the machine then balanced. There was no additional cash in there which could have been Mr and Mrs D's. Indeed, the relevant records show that no cash was retained on the day Mr D used that ATM.

So the evidence I have strongly supports that Mr D asked for £200 and that the cash machine gave it out in full. And I've not seen anything which shows or substantiates that the cash did not get dispensed. So I don't have a fair basis on which to tell Danske Bank to pay Mr and Mrs D the £100 they say was missing. It's most likely that that £100 went missing some other way in the time between the withdrawal and Mr D counting the money at home, e.g. if some notes were dropped or fell out the wallet by accident. This is a difficult message for me to give, and I know it's a difficult message for Mr and Mrs D to receive. But given the evidence I have so far and the balance of probabilities, I'm currently unable to reasonably reach any other conclusion.

In response to the provisional decision, Danske Bank let us know they had nothing further to add. Mr and Mrs D submitted some further comments, which I'll talk about below.

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 D explained that they wouldn't have reported the cash as missing if they thought they'd lost it. I do understand where they're coming from, and I certainly appreciate that Mr and Mrs D really don't recall losing the cash and believe that it didn't correctly dispense.

However, as I set out in the provisional decision, the evidence strongly supports that the cash machine dispensed the £200 in full. This is backed up by the machine's electronic records, the lack of any retained cash that day, the other customers successfully using the same machine before and after, and there being no excess cash in the machine which could have been Mr and Mrs D's. And on the other hand, I don't have any objective evidence to show or substantiate that the cash *didn't* dispense properly. So on that basis, I cannot fairly tell Danske Bank to pay Mr and Mrs D the £100 they say went missing.

Mr and Mrs D also clarified that Mr D went straight home and didn't go anywhere else after withdrawing the cash. Mr and Mrs D previously told us in clear and fairly detailed terms that Mr D went to the opticians before coming home, though I appreciate that memories fade over time. In any case, I'm afraid that given the weight of evidence showing that all the cash dispensed properly, I still can only conclude that it's much more likely the £100 went missing some other way, *after* it was successfully withdrawn – e.g. if it fell out of the wallet. And I'm afraid I could not hold Danske Bank responsible for those sorts of situations.

Mr and Mrs D were also unhappy that Danske Bank turned down their complaint. But I can't reasonably say that Danske Bank were wrong to do so, given that I've also found that this complaint should not be upheld.

So while I appreciate there is a significant sum of money involved here, and while I know this will come as a disappointment to Mr and Mrs D – despite it not being my intention to disappoint them – having reconsidered the case, I've come to the same conclusion as before.

My final decision

For the reasons set out, I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs D and Mr D to accept or reject my decision before 30 January 2024.

Adam Charles
Ombudsman