

The complaint

Mr E has complained that Bank of Scotland Plc (trading as Halifax) is responsible for the loss of £100 in cash he says he deposited in branch.

What happened

Both sides are familiar with the case, so I'll summarise things in brief.

On 16 March 2023 Mr E says he attempted to deposit £1,000 in cash (48 £20 notes and four £10 notes) in an Immediate Deposit Machine (IDM) at a Halifax branch. Because the number of notes Mr E was depositing (52) exceeded the IDM limit (50) - the transaction was unsuccessful.

Mr E says he spoke to a cashier who deposited the cash for him manually. But when the cash was counted, it totalled £900, not £1,000. The £900 was credited to Mr E's savings account.

Presuming the missing £100 had become stuck in the IDM, the cashier checked, but no cash was found. The IDM was checked to see if any money was unaccounted for, but there were no discrepancies found.

Mr E complained to Halifax. He didn't think it had properly investigated the matter and wanted the CCTV footage looked at.

Halifax didn't uphold Mr E's complaint. It maintained no money was jammed in the IDM, and there were no discrepancies in the IDM cash balance from 16 March 2023. It also explained that the cash Mr E handed to the cashier hadn't been manually counted, rather it had been counted via the Teller Cash Recycler (TCR) system. Halifax offered Mr E the chance to view the CCTV footage.

Halifax accepted it hadn't contacted Mr E by telephone about its investigations, meaning he had to attend the branch for an update. It apologised and paid Mr E £40 for the distress and inconvenience caused.

Mr E remained unhappy and referred his complaint to the Financial Ombudsman. He was adamant he'd deposited £1,000 into the IDM and he didn't think Halifax had investigated the matter well enough. And he'd been unable to view the CCTV footage, which he thought was significant to his complaint.

Our Investigator looked into things and didn't uphold the complaint. He said it wasn't possible to ascertain how the £100 shortfall occurred – and he was satisfied Halifax had followed due process in checking for the funds. Our Investigator also thought the £40 paid by Halifax for not contacting Mr E as promised, was fair.

Mr E didn't agree, so the complaint has been passed to me to decide. He said Halifax still hadn't provided him with a copy of the CCTV footage and he questioned if this had been checked by Halifax or even existed. Mr E also said the IDM machine returned his notes in an

'unusual manner' and hadn't been properly checked to ensure no notes had become stuck inside.

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've reached the same outcome as our Investigator – and for largely the same reasons. I realise this will be very disappointing for Mr E and I'd like to assure him I haven't taken this decision lightly.

In doing so, I've very carefully considered all the evidence provided and if I don't mention a particular point, it's not because I haven't considered it, but I've focussed instead on what I believe to be important to the outcome of this complaint.

I appreciate Mr E's strength of feeling – and I don't underestimate the significance of the £100 to him. But I need to look at things objectively. Essentially, I can only tell Halifax to pay the disputed £100 if the evidence supports that it was deposited by Mr E.

I should also add that where the evidence is incomplete, inconclusive, or contradictory, I must make my decision on the balance of probabilities – that is, what I consider is more likely than not to have happened in the light of the available evidence and the wider surrounding circumstances.

Firstly, it's unclear to me why Halifax didn't provide Mr E with a copy of the CCTV footage, which it's confirmed to me is no longer available. I can see from the information provided that the CCTV footage wasn't looked at as part of Halifax's investigation, given the weight of the other available evidence, and because it said it would've only shown what Mr E saw for himself whilst in the branch (the TCR counting the money and the IDM being checked). Halifax's position here doesn't seem unreasonable to me.

I appreciate the points Mr E has made about the significance of the CCTV footage and it's unfortunate this wasn't provided to him. But as the footage is no longer available, I'm unable to fully substantiate what that footage showed. Instead, I've focused on the other available evidence in deciding what is most likely to have happened.

It's not disputed the transaction Mr E attempted to make via the IDM failed because he was depositing two notes more than the IDM capacity (50). And I've no reason to doubt Mr E's recollection about the way the notes were returned by the IDM and how thoroughly it was checked for stuck notes.

Halifax's position is that no notes were stuck in the IDM - which it says was checked whilst Mr E was present. And that there were no accounting discrepancies when the IDM was checked the following day. Halifax has also confirmed there were no reported issues with the IDM. Mr E has confirmed that the cashier he approached after the failed transaction counted 52 notes, which if correct, suggests *all* the notes had been returned by the IDM. Taking all this information into account, I think it's unlikely, on balance, that any notes were stuck in the IDM.

Halifax has confirmed that the cashier who Mr E says counted the number of notes returned by the IDM used a TCR to count the total to be deposited into Mr E's account. And I've seen evidence to show the TCR counted £900 which was deposited accordingly.

I accept Mr E thought he was depositing £1,000 on 16 March 2023. But all the evidence I've seen strongly suggests that Mr E deposited £900 and that there was no banking error. So, I don't have a fair basis on which to tell Halifax to pay the disputed £100.

This is a difficult message for me to give as I know how strongly Mr E feels about this matter. But given the evidence I have, and on the balance of probabilities, I'm unable to reasonably reach any other conclusion.

Halifax accepts it should've telephoned Mr E as promised. But it has paid him £40 to reflect that. I consider that to be a fair and reasonable level of compensation for the impact this had on Mr E, and in line with what I'd have awarded had Halifax not made an offer.

Taking all the evidence into consideration, I don't think this is a case where it would be fair and reasonable for me to ask Halifax to pay £100 to Mr E.

So, I'm not going to tell Halifax to do anything further to resolve this complaint.

My final decision

For the reasons I've explained, I don't uphold Mr E's complaint in this case.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr E to accept or reject my decision **before 5 October 2023**.

Anna Jackson
Ombudsman