

The complaint

Miss T complains that Lloyds Bank PLC provided her with poor customer service when she tried to withdraw cash from a branch.

What happened

Miss T says she visited a Lloyds branch as she wanted to withdraw £30,000 in cash on 20 October 2022, but her request was declined. Miss T says she felt the service she received was poor and that she had been treated badly by the staff member who spoke with her. Miss T says that they told her she would be contacted when the money was ready to be collected, and she was asked to provide invoices/receipts, but she wasn't contacted to collect the money, so she phoned Lloyds who told her she didn't need invoices/receipts and Miss T visited the branch to collect the cash. Miss T says the branch manager was waiving around money, which Miss T felt was poor service and wrong to do as he was showing others a large amount of money. Miss T made a complaint to Lloyds.

Lloyds partially upheld Miss T's complaint and they offered Miss T £148 compensation. They said that they had received comments from the branch manager who refutes any allegations of poor service or rudeness towards Miss T. They said in regard to her withdrawal request, the branch followed the correct protocols and asked her additional questions. Lloyds said that the service they'd provided is not the service they aim to achieve as she had to chase up her complaint on numerous occasions and she'd not been contacted as promised. Miss T brought her complaint to our service.

Our investigator thought £148 compensation was fair for what happened. She said that looking at the system notes which reflect the conversation, she found it more likely than not that Lloyds were trying to protect Miss T from any potential scams and their intentions were not to make her feel poorly treated. She said that once the complaint was logged Lloyds failed to keep Miss T updated and they took longer than they should've to resolve her concerns.

Miss T asked for an ombudsman to review her complaint. She sent our service an audio clip of a conversation she says she had with branch staff, and she said she would send our service photographs of the very large packages of £50 notes that Miss T says that the branch manager was holding up at chest height in view of other customers. She says she asked for a service and the branch manager refused and stormed off.

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.

Miss T has made a number of points to this service, and I've considered and read everything she's said and sent us. But, in line with this service's role as a quick and informal body I'll be focusing on the crux of her complaint in deciding what's fair and reasonable here.

I must make it clear to Miss T that it is not within this service's remit to tell a business how

they should operate their cash withdrawal procedures, such as how they need to order the money, or how they process the cash withdrawal itself and whether they count this out to customers upon request if it has already been counted previously. It would be the role of the regulator – the Financial Conduct Authority, who have the power to instruct Lloyds to make changes to their policies and procedures, if necessary.

I've considered what Miss T has said regarding her initial visit to the branch to withdraw £30,000. When it comes to complaints where it's one word against another, I have to consider the evidence available to me. I then have to weigh the evidence against the balance of probabilities, that is, what's more likely to have happened in the circumstances.

On the balance of probabilities, I'm persuaded that the questions the branch staff were asking Miss T was to ensure she wasn't being scammed. Banks and building societies have an obligation to try and keep their customers' accounts safe and prevent them from being victims of fraud and scams. Sometimes they will need to ask a series of questions relating to a potential withdrawal. This can cause distress and inconvenience to a customer – but it doesn't necessarily mean they have acted incorrectly. This can include asking about receipts to verify that Miss T isn't part of a scam, to help protect her money.

But I find that it's probable that the branch probably did tell Miss T they would contact her when the money was available. I say this as Miss T had visited the branch originally to withdraw £30,000. And it's reasonable that Lloyds wouldn't be able to fulfil Miss T's request for the £30,000 to be in the denomination she wanted there and then as they may have to order in this money. So I think if Miss T was given a specific day to collect the money, she would have attended the branch on the day they gave her to collect the money, and if the day she was given wasn't suitable then she would have told them this, and they could have arranged another day.

If Miss T was given a day to arrange the cash withdrawal, then I find it unlikely she would have phoned Lloyds when she didn't get a call from the branch. While I note the call handler may have said she wouldn't need invoices/receipts, this would ultimately be a decision for the branch to ensure the protection of her money, as branch procedures will be different to phone procedures (given that £30,000 in cash would need to be collected in branch).

So I've considered what happened when Miss T was in the branch when she actually withdrew the cash. Miss T has been able to provide our service with a recording of part of her visit. On the balance of probabilities, I'm persuaded that the recording is genuine from what has been said. While I don't have a recording of when Miss T entered the branch to when she left the branch, there is audio of the conversation at what I believe to be the counter area.

I've listened to the audio and both the staff member and Miss T seemed frustrated. I'm persuaded that it was a situation where Miss T was asking for a service of him counting out the money and the staff member confirming that this is not their policy. As both parties became more entrenched in their position with Miss T wanting the staff member to count out the money and the staff member reiterating this isn't their process, then this is why both parties were audibly frustrated.

I've considered what Miss T has said about the branch manager holding up at chest height the money in view of other customers. While I've not seen the picture Miss T has told us about, I'm not persuaded I need to as I don't dispute what she's said here. This is because on the audio the staff member says "*that's 5,000 there and 25 (thousand) there*". So the staff member would be highlighting to Miss T what bundle contained what.

I do note that the staff member seems to have offered Miss T the chance of using an office

prior to the recording as he said *"that's why I said do you want me to take you into an office"*. As the transaction wasn't completed in an office, and as I'm not familiar with the branch layout, I can't reasonably say that the staff member indicating which bundle contained what would not be visible to others if this was shown at a lower height/counter height. And I can confirm that the staff members voice wasn't raised when he said what bundle contained what.

On the balance of probabilities Miss T probably didn't agree to his suggestion of going to an office, otherwise this conversation wouldn't have occurred. And as Miss T wanted him to count the money out to her, then it's possible other customers could have heard this being counted out if he would've done so at the counter.

Miss T and the staff member go back and forth as he told Miss T a number of times that the funds had already been counted and their procedure is not to count it out again. Miss T wants him to count the funds. He says in a calm voice *"If you want to count it in an office by yourself of course you can"*. Miss T tells the branch manager that cash has been counted to her at other banks and she asks if their procedure is wrong, but I'm not persuaded this means Lloyds or other banks are wrong for how they approach such matters.

I say this as this as it is a commercial decision for each bank to decide how they want to operate their cash withdrawal procedures. So I can't fairly say that by Lloyds having a different approach to another bank means that they've done something wrong on this point.

At around 5 minutes 19 seconds of the audio, the staff member appears to say, *"right I'll grab the machine and I'll count it out although that's not our procedure"*. The audio is slightly distorted so this may not be the exact words he said but I'm satisfied it was along these lines. Miss T also didn't appear to hear exactly what he said as she asked what he said he was going to do, but it seems he was already leaving to get the machine. Miss T says to another person (possibly another cashier), *"he's not talking to me, he's just walked off"*, but the other person says *"no, he's, he's going to get the machine, and bring it into a room"*. The audio cuts off before the staff member returns, but my understanding is that he went over and above their normal procedure to count the money out to Miss T in an office.

I've considered what would be a fair outcome for this complaint. I'm persuaded that there were instances where there was poor service such as Miss T not getting a call when the money was ready, and the interactions in the branch could have been better, for example if the staff member didn't hold the bundles of money at chest height. And Lloyds accept there were service issues regarding her complaint.

Lloyds offered Miss T £100 compensation for distress and inconvenience and £48 for her costs. This is in line with our awards for what happened here. Our awards are not designed to punish a business, so if Lloyds had not offered Miss T what they had offered her, then I would have awarded her £100 for distress and inconvenience. So I'm satisfied the £148 compensation in total that she has been offered is fair. Lloyds should pay Miss T what they offered her if they haven't already done so, but I don't require Lloyds to do anything further.

My final decision

Lloyds Bank PLC has already made an offer to pay £148 (£100 for distress and inconvenience and £48 to cover Miss T's expenses) to settle the complaint and I think this offer is fair in all the circumstances.

So my decision is that Lloyds Bank PLC should pay Miss T £148 (less anything they have already paid her). But I won't be requiring them to do anything further.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss T to accept or reject my decision before 2 February 2024.

Gregory Sloanes
Ombudsman