

The complaint

Mr B complains that Nationwide Building Society debited his account with £7,350 but only gave him the £5,000 in cash that he says he asked for.

What happened

Mr B says he wanted to buy a van for about £5,000. He called Nationwide on the morning of 11 August 2022 to explain he wanted to take out this money in cash. He went to the branch and believed he'd withdrawn and been given £5,000. It was only when he later checked his account that he saw that £7,350 was debited. Mr B is unhappy with the investigation about this by the branch and the different and inaccurate descriptions of the CCTV evidence given. And that he had to call a number of times to obtain this evidence.

Nationwide said it didn't agree that Mr B had only been given £5,000. It said he had requested £7,350 and been given this. It relied on the withdrawal slips, its branch records and that the amount of cash in branch balanced. Nationwide said that this was confirmed by the CCTV. It accepted the delay in that CCTV being sent to Mr B. Nationwide also said that it hadn't needed to issue the new passbook on the account done at the time. It offered to pay him total compensation of £200.

Our investigator didn't recommend that Nationwide do anything more. Mr B had said he wanted to withdraw the money from an ISA but had been told he'd need to transfer this to a savings account first. There were entries signed by him for the transfer and then the withdrawal for £7,350. She'd watched the CCTV and didn't think there was a bank error. Two packets of notes had been brought from the safe by a colleague of the cashier. One contained £5,000 in £20 notes. The other had £2,500 in £50 notes and the CCTV showed that three £50 notes were removed from this and placed into the till leaving £2,350. There was a period of about four seconds when the cashier was out of range of the CCTV. Mr B said he couldn't see what she was doing. Mr B was handed an envelope with the money, and she'd have expected him to check what he'd received. He had also been given a new passbook which would have shown the amount withdrawn. The compensation which she confirmed was £200 was reasonable for the service issues.

Mr B didn't agree and wanted his complaint to be reviewed. He said that he has had to build his case and been presumed guilty. He had been pressing for an investigation by Nationwide's security team or the police and neither had happened. The CCTV contradicted what the branch manager had said. The money hadn't been counted and it had left sight of the camera. He wanted questions asked of the branch of the 13 minutes he spent at the counter, and this wasn't acceptable procedure. The passbook was new and would have had to be held open to show the amounts. He provided comparisons of his signature to that on the slips provided by Nationwide and said that these differed. The four seconds the money was out of view was sufficient for the cashier say to put the missing money in the cupboard. He considered he'd been offered £250 by Nationwide but said that this was a drop in the ocean compared to what he'd lost.

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.

I won't be able to say *exactly* what happened and I'm thinking about what is *most likely* on a balance of probabilities. This service provides informal dispute resolution and if Mr B doesn't accept my decision he remains free to pursue this including with the relevant authorities subject to any relevant time limits.

I note that he told this service earlier that he had contacted a handwriting expert who he says would have required more information to reach a view. I appreciate he doesn't think he signed the slips: the implication being he thinks these weren't genuine. I'm afraid I don't have anything else to support that, and I consider these signed slips to be consistent with the other things that happened.

The CCTV has been provided to this service and so I can review the specific points made. I also take into account that there were two members of staff involved with this transaction and who could be seen signing branch documents during the process that have been provided. An extended and it seems from what Nationwide says unnecessary audit trail was created of the transfer between the accounts and then the withdrawal. This provided Mr B with the opportunity to notice if something was wrong especially as he was at the counter for that period. The two packets of notes were visible to him, and the three £50 notes taken out of one and placed in the till. He says he remembers being told one packet had £4,000 in £20 notes that the other was to be £1,000. When he got home he says he had one packet with £5,000 in £20 notes.

I appreciate that there was a time when the cashier was out of sight of the CCTV camera but I'm not clear she was out of sight of Mr B. It appears that she accessed a nearby cupboard to get an envelope. It is right that the moment when she put money into that envelope isn't captured. And that when she returned back to the counter she then put an elastic band around that envelope and handed it to Mr B.

He didn't check this and expected this to be right. I can't know exactly what was in the envelope. He either thinks that this was a fraud or a mistake. I don't have supporting evidence for either. And clearly I can't know exactly what happened to the envelope after he'd received it and when it was again not being captured by CCTV and whether an unknown third party could say have accessed it.

I understand why Mr B feels that the investigation by Nationwide was insufficient and especially given the discrepancies he refers to about the CCTV. But he was always promised and received the CCTV after a number of calls and so he could see this.

I take into account the cash and audit information provided by Nationwide all of which to me shows that £7,350 was requested and given out. As I said I'm thinking about what is most likely. I'm afraid having weighed the evidence and Mr B's testimony carefully I don't find it most likely Nationwide made a mistake with this cash withdrawal. I know he'll be very

disappointed by this given as he says the time he's put into this and that this has become not only about the money but a matter of principle for him. Nationwide has recently confirmed that it offered to pay a total of £200 for the service aspects and I consider that to be reasonable and I won't be asking it to do anything more.

My final decision

Nationwide has made an offer to resolve the complaint which I think is reasonable in all the circumstances. My decision is that Nationwide Building Society should pay Mr B £200 as it has offered to.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 11 September 2023.

Michael Crewe
Ombudsman