

The complaint

Miss E has complained that Santander UK Plc didn't pay money into her account after a failed attempt to deposit cash in an Automated Teller Machine (ATM).

What happened

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

On 26 April 2023 Miss E said she tried to deposit £800 in cash in an ATM. She said the transaction failed and the cash was presented back to her. But that she was only able to retrieve back £600 before the ATM slot closed – during which time a £10 note got torn.

Miss E said she alerted a member of branch staff who opened the ATM and recovered her £200, as well as the torn £10 that was stuck in the slot. Miss E said the staff member told her they would keep hold of the £200 and credit it into her account the next day. But Santander only credited Miss E's account with £10 and she wants the remaining £190 returned to her.

Miss E complained to Santander. It said there was no banking error. It said an ATM dispute had been raised and there was no evidence of a £200 discrepancy. Santander said there was a possible discrepancy of £10 – which it had refunded to Miss E.

Santander accepted the ATM hadn't completed Miss E's deposit but said all the cash had been returned to her. It confirmed that branch staff had checked the ATM at the time for the £200, and said, '*the cash that [Miss E] saw the cashier with was not linked to [Miss E's transaction]*'.

Miss E complained to the Financial Ombudsman. She maintained she'd attempted to deposit £800 in the ATM and Santander had '*stolen*' her cash. Miss E said Santander had treated her very badly – accusing her of being a liar. She said CCTV footage will show the staff member removing her £200 from the ATM and keeping it.

Our Investigator looked into things independently and didn't uphold the complaint. Miss E didn't agree, so the complaint has been passed to me to decide. She maintained Santander owes her £190.

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 Miss E and I'd like to assure her I haven't taken this decision lightly.

In doing so, I've very carefully considered all the evidence provided and I'd like to assure Miss E that 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 Miss E's strength of feeling – and I don't underestimate the significance of the £190 to her. She is clearly aggrieved with the outcome Santander has reached – which she has understandably perceived as Santander questioning her integrity. But aside from that, I need to look at things objectively. Essentially, I can only tell Santander to refund the disputed £190 if the *technical* evidence supports there was a discrepancy or error with the ATM resulting in the £190 loss.

Santander has said it looked at CCTV footage as part of its investigation, but it's said the footage isn't available for me to view. Whilst this is unfortunate, given the weight of other evidence I've seen, primarily the technical evidence relating to the ATM Miss E used, and the testimonies provided by Miss E and branch staff, I don't consider having sight of the CCTV footage to be of significance to my review.

Santander's technical reports and complaint records support Miss E's testimony in so far as the process she went through in trying to make the deposit and the action she took immediately afterwards. In particular, the reports show that Miss E tried to make the deposit and that the notes were returned to her. But the reports show the ATM counted 39 £10 notes and four £20 notes (£470) – so not the £800 Miss E contends she tried to deposit.

The records show that this deposit attempt experienced a technical error, and the cash was returned to Miss E. And I can see evidence to suggest a note(s) was trapped in the shutter – which supports Miss E's testimony in relation to the torn £10 note.

So, whilst the technical evidence corroborates some of what Miss E has said in relation to the deposit itself, the crux of this complaint rests on the amount Miss E says she deposited. Therefore, my focus has been on whether there is any *technical* evidence to show that £800 was deposited by Miss E and that £190 has been unaccounted for.

Firstly, as I've said above, the ATM only counted £470, and the reports show that the cash was returned when the deposit failed. I appreciate Miss E has consistently maintained she tried to deposit £800 – and only got back £600. But unfortunately, that isn't supported by the technical evidence – which in cases such as this, is seen as more persuasive than a customer's testimony. Here we've only got Miss E's word that she tried to deposit £800 – and she's been unable to substantiate the source of the funds or provide evidence of what the funds were intended for.

Reports showing an ATM's activity is helpful in cases like this. But I've looked to see if there's any evidence to support an accounting discrepancy with the ATM used by Miss E that matches the disputed £190. I can see from the information provided by Santander that on 26 April 2023 the ATM balanced. The records also show the ATM balanced in the days immediately after Miss E's attempted deposit.

Santander has also provided information about the deposits made using the ATM from 09.37am on 26 April 2023 up until the funds were cleared at 09.01am on 27 April 2023. And there's no reference to any cash being deposited by Miss E. This is also evident from her bank statement. The total money deposited, and the total banked for the period in question, also matches. This indicates that when the money deposited in the ATM was counted, it matched what was collected and deposited. In other words, no amount matching the disputed £190 was unaccounted for.

Miss E's main point centres on what happened immediately after her attempted deposit. She says the staff member recovered her £200 from the ATM – kept hold of the cash and said it would be credited to her account the next day. Whilst I can understand how Miss E might've

interpreted this as she has, from looking at the surrounding circumstances, I think she was mistaken at thinking the cash taken from the ATM was hers.

Santander doesn't dispute that a staff member removed cash from the ATM. And that this would be supported by the CCTV footage if it were available. But Santander has explained that this cash *wasn't* Miss E's. It said it was taken out of the reject bin – which I understand is part of the ATM where certain notes, which have been successfully deposited, are stored.

I understand the importance of this point to Miss E and so I've thought very carefully about what Santander has said here – and I don't think its explanation is unreasonable. Firstly, there's no evidence Miss E successfully deposited *any* money in the ATM. And secondly, if the staff member was sure the £200 belonged to Miss E, then I can't see why they would've retained it, and not just given it back to Miss E at the time. So, on balance, I don't believe the cash taken out of the ATM by the staff member had any bearing to Miss E's attempted deposit.

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 Santander to refund the £190 to Miss E.

This is a difficult message for me to give. But given the evidence I have and on the balance of probabilities, I'm unable to reasonably reach any other conclusion.

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

My final decision

For the reasons I've explained, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss E to accept or reject my decision **before 15 November 2023**.

Anna Jackson
Ombudsman