

The complaint

Mr P has complained Santander UK plc won't refund him £300 that was withdrawn from a cash machine but he never made the transaction.

What happened

In May 2022 Mr P went to a cash machine to get out some money to buy a mobile phone. He was unable to withdraw £60 as he was told he'd reached his cash machine withdrawal limit. He withdrew £60 from his other Santander account.

He noticed £300 had been withdrawn and he told Santander he'd never made the withdrawal. Santander refunded Mr P £60 as a gesture of goodwill. However they believed he must have made the £300 cash machine withdrawal himself and wouldn't refund him.

Unhappy with this outcome, Mr P brought his complaint to the ombudsman service. Our investigator noted Santander's evidence that £300 had been dispensed after a cash machine withdrawal using Mr P's card just 30 minutes or so before his successful withdrawal of £60. He wasn't going to ask Santander to do anything further.

Mr P remained dissatisfied and has asked an ombudsman to consider his complaint.

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. I'll explain why.

Where there is a dispute about what happened, I have based my decision on the balance of probabilities. In other words, on what I consider is most likely to have happened in the light of the evidence.

When considering what is fair and reasonable, I'm required to take into account: relevant law and regulations; regulators' rules, guidance and standards; codes of practice; and, where appropriate, what I consider to have been good industry practice at the relevant time.

So to help me decide what happened, I've looked at the evidence of the transactions, as well as what Santander and Mr P have told us. This includes the details Santander holds about the deposit of £700 Mr P made at a machine, followed by a £300 withdrawal, a cancelled transaction, an attempted withdrawal of £60 and then later a successful withdrawal of £60 using a different card.

I appreciate what Mr P has told us that he didn't make the withdrawal of £300 but the evidence does not reflect this.

Specifically:

- This evidence shows the debit card for Mr P's account ending 7310 was used to

deposit £700 cash at 12:35pm. There's then a small debit card transaction at a local shop. Mr P accepts these transactions were him.

- At 12:49pm, £300 was withdrawn using the same debit card. This withdrawal contained 12 £20 notes and six £10 notes.
- At 12:51pm at another adjacent Santander cash machine, Mr P inserted his debit card and then cancelled the transaction.
- At 12:53pm Mr P went to a third Santander cash machine and tried to withdraw £60. This was rejected by Santander as the earlier withdrawal of £300 had taken Mr P to his daily withdrawal limit for that account.
- At 1:37pm Mr P withdrew £60 using the debit card for his other Santander account at the third cash machine.
- Mr P agrees he continued to retain his debit cards throughout these transactions.

Mr P has subsequently implied that he didn't receive money when he made the disputed withdrawal. And I've considered whether this could be the case as well. However Santander's evidence shows money was dispensed and there's no evidence of money being retained by the cash machine.

I note Santander seemed to get confused by the transactions and what Mr P was claiming. They provided him with a £60 refund as a gesture of goodwill despite Mr P being happy to admit he withdrew £60 using his other account. Nor was he debited £60 for his account ending 7310 in error.

Despite this, the audit trail clearly shows the different transactions as noted above, that the genuine debit cards were used and cash was dispensed as instructed.

I am sorry to tell Mr P that I can see no other scenario other than him successfully withdrawing £300 from the cash machine using his own debit card.

I'm not going to ask Santander to do anything further.

My final decision

For the reasons given, my final decision is not to uphold Mr P's complaint against Santander UK plc.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr P to accept or reject my decision before 24 August 2023.

Sandra Quinn
Ombudsman