

## **The complaint**

Mr M complains that TSB Bank PLC (TSB) won't refund an unsuccessful ATM withdrawal that debited his account but didn't dispense the cash.

## **What happened**

On 1 November 2020, Mr M attempted to withdraw £90 from an ATM. He says the ATM doors opened but didn't dispense the cash, then the ATM went offline. He reported it to TSB immediately and TSB originally refunded the £90 and paid him £31 in compensation, but later re-debited the £90 after completing its investigation. To put things right, Mr M wants TSB to refund the £90.

TSB said it had raised the dispute with the ATM owner who had replied with evidence to show the cash had been provided to Mr M. TSB said the balancing certificate showed the ATM in question had £20 more than it should have for the period 28 October 2020 to 3 November 2020, so it was satisfied the £90 Mr M had requested hadn't been recalled to the ATM.

## **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.

TSB has provided the journal roll for the ATM, showing details of the transactions at and around the time of the withdrawal in question. And it's sent our service a balancing certificate for the ATM. The journal roll doesn't show the usual in-depth step by step record that I'd like to see on a case like this. I accept that the journal roll says £90 was "requested" and "received", but it doesn't show anything more detail than that and our investigator set out the additional information our service would like to see in her view.

The balancing certificate shows that the ATM had £20 more than it should have, which TSB says is evidence that the £90 withdrawal wasn't recalled into the ATM. However, I'm not persuaded by TSB's submission in that regard. The balancing certificate spans a period of 3 days before and 2 days after the withdrawal in question which will have encompassed numerous transactions. So, I can't reasonably say that the certificate is evidence that one single transaction wasn't correctly processed.

I can see Mr M did use the ATM he said he used, and that he reported the problem immediately then chased TSB several times afterwards. He then made a cash withdrawal of £90 as soon as TSB processed the temporary refund, which suggests he still needed that money. And I've seen from Mr M's statements that the withdrawal in question also sits within Mr M's usual pattern of activity. Further, TSB hasn't been able to provide details of the purge bin so it can't demonstrate the failed withdrawal didn't end up back in the ATM via the purge bin.

For the reasons I've set out above, I find Mr M's submissions to be plausible. And I'm not persuaded by the evidence TSB has provided that the cash was correctly dispensed.

That being the case, TSB should refund Mr M the £90. Mr M has experienced a degree of distress and inconvenience as a result of this case, but on balance I'm satisfied he's been appropriately compensated by TSB's payment of £31. So I won't ask TSB to pay any additional compensation.

### **My final decision**

My final decision is that TSB Bank PLC must pay Mr M £90.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 27 May 2022.

Alex Brooke-Smith  
**Ombudsman**