

The complaint

Mr H complains that Barclays Bank UK PLC won't refund an ATM withdrawal he says didn't dispense the cash he requested.

What happened

On 16 December 2022, Mr H tried to withdraw £500 from a cash machine. He explains that it made sounds like it was going to dispense the cash, but then didn't, and he never received the money. He subsequently tried to withdraw £10 but this was declined. He tried to withdraw another £500, this was also declined. Mr H then transferred £500 to another of his banking providers to access the money he needed.

Mr H raised the issue with Barclays, who raised a chargeback claim, but didn't refund the transaction.

Unhappy with its response, Mr H came to our service. Our Investigator upheld the complaint on the basis that Mr H's version of events appeared most likely and she couldn't rule out that the machine wasn't tampered with. She suggested Barclays return the disputed transaction plus interest.

Mr H accepted but Barclays didn't agree. It said in summary;

- the ATM operator has not provided any information about any further claims on the same day or same ATM;
- the ATM operator has not reported any concerns about ATM tampering;
- Mr H raised a previous cash not dispensed claim in 2018;
- this service issued a View in the bank's favour in a case with similar circumstances;
- the ATM was genuinely used more than one minute before the disputed withdrawal which contradicts a suggestion that the ATM was tampered with and the operator would have informed Barclays of this and likely accepted its refund request. The ATM operator confirmed that the withdrawal before and after the disputed withdrawal were also completed successfully;
- the Journal roll showed that the last genuine use of the ATM ended just over a minute earlier and Mr H confirmed he didn't see anyone around the ATM and would have likely seen someone tampering with the ATM.

The complaint has therefore been passed to me for determination.

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 uphold this complaint. Barclays will appreciate that we deal with complaints on their individual merits, so whilst it has referenced a View reached by another

Investigator on a case it deems to be similar, it is for me to make a decision on the complaint before me based on the available evidence.

In order to hold Mr H liable for this withdrawal, it is fair and reasonable that Barclays show it was entitled to debit it from his account. This usually involves evidence such as the ATM's electronic records and balancing information, to show whether the withdrawal went through and dispensed properly.

Barclays are able to ask the ATM's owner – a fellow financial business – for this information. This is very standard practice in ATM disputes like this one. Barclays has provided some evidence from the ATM operator, which includes transactions over a minute earlier and seven minutes after Mr H's transaction and all were deemed successful. It has not provided any of the ATM provider's commentary or that it requested information like the balancing information, whether anything was held in the purge bin or whether it specifically asked whether any other disputes were made about that ATM on that particular day.

In my judgement, the evidence provided is not sufficient to demonstrate that Mr H received the £500 cash withdrawal he disputes. I don't find that a cash not dispensed claim being made several years earlier is evidence to suggest that Mr H isn't being truthful about his account of events. And I've seen from the statements Barclays provided that Mr H regularly makes cash withdrawals from ATM machines without raising concerns about receiving these withdrawals.

I agree with our investigator that Mr H's conduct after he says the cash was not dispensed is in line with the conduct I'd expect of an individual that hasn't received the cash they requested. On balance, I'm not satisfied that Mr H received the £500 he requested. I cannot rule out that the cash machine wasn't tampered with or that the cash was simply not dispensed.

I find Mr H's testimony more persuasive. Mr H has been clear about his account of events and maintains the cash was not dispensed, his testimony has been credible and I have no good reason to disbelieve him. I do appreciate that Barclays has evidence of the ATM provider's Journal roll showing Mr H's transaction being successful, as well as two other transactions being successful but this does not on its own, rule out other plausible possibilities of the cash not being dispensed (as referenced above).

I note Mr H felt Barclays could have handled things quicker and obtained relevant evidence - such as CCTV footage - rather than requesting for him to do so. But overall, I don't think Barclays took long to make its decision and ultimately relied on the information provided by the ATM operator. I don't think the evidence Barclays has relied upon outweighs Mr H's testimony. But I also don't think Barclays delayed reaching its own decision and I don't think additional compensation is warranted here.

My final decision

My final decision is that I uphold this complaint and direct Barclays Bank UK PLC to:

- refund the £500 disputed withdrawal;
- pay 8% simple interest, per year, on the above amount from the date it was debited until the date it's returned (less any lawfully deductible tax)

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 4 October 2023.

Dolores Njemanze
Ombudsman