

## **The complaint**

Miss R complains she tried to withdraw cash from the post office, but even though the transaction was declined, and no cash was given to her, Santander UK PLC ("Santander") still debited the £300 from her account.

## **What happened**

The facts of this case are well known to both parties, so I won't repeat them in detail here.

In summary, Miss R says she tried to withdraw cash from the counter at the post office on 31 January 2023 but the transaction was declined and she was not given any money. And she has provided the receipt she was given at the time.

Santander says it has checked with the post office and their records show the cash withdrawal referred to, and there is no indication that the cash was not given to Miss R. Santander also said that the post office reported no discrepancy in their tills that day.

Our investigator considered this complaint and was persuaded by the evidence provided by Miss R, so they upheld the complaint. Santander were not happy with this outcome, so the complaint has been passed to me to consider.

## **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.

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

Where there's a dispute about what happened, and the evidence is incomplete or contradictory, I must make my decision on the balance of probabilities – in other words, what I consider most likely to have happened in light of the available evidence.

Miss R has provided a copy of her bank statement to show £300 was debited from her Santander account on 31 January 2023. But she maintains she did not receive the £300 as requested from the post office as the transaction was declined. And she has provided a copy of the receipt she was given to show the money was not received. This receipt clearly states the date, time and location of the attempted cash withdrawal. It also states the card number used which is connected to her Santander account. The receipt says, "**CASH WITHDRAWAL DECLINED**" and directs Miss R to contact Santander. So, this receipt suggests that the transaction was declined, and no money was given.

As referred to in the investigator's initial outcome, Section 75 of the Payment Services Regulations 2017 puts the onus on Santander to prove that there was no technical issue or other deficiency in the service provided by the payment service provider - in this case, the post office. So, I've considered the evidence provided by Santander to decide whether I think

that there was an error here, and the cash was actually dispensed.

Santander have provided a screen shot of their systems showing the transaction Miss R has complained about. This records the transaction as approved. Santander maintain that *“the cash would have been counted out in front of the customer and handed over to the customer along with their receipt - for the successful £300.00 withdrawal”*. Santander also state the post office have no record of an additional £300 in their tills for the day. I can see the records clearly state that the transaction was approved, but the receipt Miss R provided clearly states the transaction was declined and £0 being issued to her. Santander have not provided any evidence to show that the receipt provided by Miss R was for another transaction that was declined. Nor have they provided any evidence of errors or any explanation for why Miss R's receipt says the transaction was declined if it was not. I'm not persuaded by Santander's evidence in the face of the receipt Miss R has with no further explanation. So therefore, I think it's more likely than not that Miss R didn't receive any money when attempting this cash withdrawal.

So, I am upholding this complaint, and I've set out below what Santander must do to put things right.

### **Putting things right**

To put Miss R back in the position she was in had the error not occurred Santander UK PLC should:

- credit Miss R's account by £300
- add simple interest at 8% a year, from the 31 January 2023 until the date it is paid back into her account.

### **My final decision**

I am upholding the complaint and Santander UK PLC should put things right as set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss R to accept or reject my decision before 20 February 2024.

Sienna Mahboobani  
**Ombudsman**