

The complaint

Mr W complains that Barclays Bank UK PLC (Barclays) has held him liable for an ATM cash withdrawal he says wasn't dispensed.

What happened

The background to this complaint is well known to both parties, so I won't repeat everything here. In brief summary, Mr W has explained that when he was abroad in November 2022 a third-party ATM failed to dispense cash he requested from his Barclays account; but the 'withdrawal' – which wasn't dispensed – was nonetheless debited from his account.

Ultimately, Mr W and Barclays couldn't reach agreement on the matter, so Mr W referred his complaint about Barclays to us. Our Investigator recommended that the complaint be upheld. Barclays didn't accept this, so the matter has been passed to me for a decision.

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.

I've decided to uphold this complaint for materially the same reasons as our Investigator.

Barclays don't own the ATM in question. So, following Mr W's claim that the ATM didn't dispense the cash withdrawal he authorised, I'd expect Barclays to obtain relevant and appropriate information from the ATM operator to fairly and reasonably decide whether or not the cash was most likely dispensed, taking into account Mr W's submissions and all the available evidence.

In this case, I'm not persuaded this is what Barclays did. Instead, it seems Barclays raised the matter as a chargeback against the ATM operator. The ATM operator appears to have then reported to Barclays that the ATM withdrawal was successfully dispensed; with Barclays then basically accepting this and consequently declining to refund Mr W.

Our Investigator suggested the type of information Barclays might have requested from the ATM operator to properly assess Mr W's claim. And I agree that without this information having been presented, and without any suggestion Barclays requested it, I'm satisfied Barclays hasn't declined Mr W's claim fairly.

Barclays has provided technical information of two further attempted cash withdrawals seemingly by Mr W at the same ATM. These appear on Barclays' systems as having been logged the day *after* the withdrawal Mr W disputes. The first of these further two cash withdrawals was declined; and the second one was successfully dispensed (which Mr W hasn't disputed). So, I understand Barclays may be suggesting these could be the two transactions Mr W has mentioned that he recalls: with perhaps, Barclays appears to be

suggesting, the withdrawal Mr W recalls as not being dispensed, actually being the one that was declined (and not debited).

However, Mr W has no recollection of the declined transaction. He's maintained from the start that the withdrawal that didn't dispense appeared on his account right away; whereas other withdrawals (that actually dispensed) would always, he says, go into pending and normally take a day or more to show. I've not seen anything that leads me to doubt this. And the fact remains that Barclays didn't, in my view, reasonably investigate Mr W's claim to be able to fairly and reasonably decide whether it's most likely the ATM machine was working correctly and whether Mr W's cash was most likely dispensed. So overall, I'm more persuaded by what Mr W has said, rather than the fairness of Barclays holding Mr W liable for the withdrawal in circumstances where it hasn't provided sufficient evidence that the ATM successfully dispensed the funds.

So, I'm satisfied the fair outcome to this complaint is that Barclays didn't fairly decline Mr W's claim, the complaint should be upheld, and Barclays should pay Mr W £276.10 plus interest on this amount calculated at 8% simple per year from the date of debit to the date of settlement.

My final decision

For the reasons explained, I uphold this complaint and I direct Barclays Bank UK PLC to pay Mr W £276.10 plus interest on this amount calculated at 8% simple per year from the date of debit to the date of settlement (if Barclays deducts tax from this interest, it should provide Mr W with the appropriate tax deduction certificate).

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr W to accept or reject my decision before 19 December 2023.

Neil Bridge
Ombudsman