

The complaint

Mr Y says that Barclays Bank UK PLC didn't credit a cash deposit he made.

What happened

Mr Y says that in July 2022, he used a Barclays self-service machine to deposit £1,000 cash into his landlord's account. But the landlord didn't receive it. Mr Y says he didn't wait for the receipt, which he now regrets.

Mr Y reported this to the branch the following month, after his landlord said the cash hadn't arrived. Barclays found no cash errors or discrepancies, the machine balanced, and they called out an engineer but found no problems. They checked the landlord's account and found no evidence of the £1,000 being deposited there.

In 2023, Mr Y complained. Our investigator looked into things independently and didn't uphold the complaint. Mr Y didn't agree, so the complaint's been passed to me to decide.

I sent Mr Y and Barclays a provisional decision on 5 February 2024, to explain why I didn't think the complaint should be upheld. In that decision, I said:

I do appreciate that Mr Y would like to me to look at CCTV footage of the machine. That kind of footage is only kept for a few weeks. So it looks like it was too late for Mr Y to get it by the time he asked for it, and it's certainly too late for me to be able to see it now. Instead, I've looked at all the evidence that is available, and thought carefully about what's most likely to have happened.

I've gone through the machine's electronic records for the day Mr Y said he made the deposit. Mr Y said he made it between 12:30 and 13:30, so I checked the records between 11:30 and 14:30 to be on the safe side. During that time, there was no attempt to deposit any cash to the landlord's account.

Other customers were able to use that machine without issues that day. And I can see that Barclays called out an engineer, but they found nothing of concern. The machine does not appear to have had any relevant problems at the time.

If Mr Y had put £1,000 of cash into the machine, but it hadn't credited the account, then I'd expect there to have been £1,000 or so of extra cash in the machine afterwards. But when the branch checked the machine, they found that it balanced. And having checked the relevant ledgers, I can see there's no record of any corresponding £1,000 that was unaccounted for on or around the day that Mr Y said he made the deposit.

I've also checked the landlord's account, so see if – for example – the £1,000 was deposited to them but under a misspelled reference, or if some other error happened which meant it wasn't attributed to Mr Y. But I can see that no one made a cash deposit of £1,000 to that account on the day in question, nor in the days afterwards.

So the evidence strongly suggests that Mr Y did not make the deposit in question. And Mr Y does not have a receipt to show that he did. He did provide a pay-in slip, but this was only partially filled, it appears to have been dated May 2022 and then altered to say July 2022, and in any case the slip doesn't show that Mr Y actually went through with that transaction.

I do accept that Mr Y usually made these sorts of deposits to his landlord's account. And I can see that he did make some cash withdrawals from his own account some weeks beforehand. But there is no evidence which shows or substantiates that he deposited that cash to Barclays in July 2022, whereas there is quite substantial evidence that he did not deposit that cash. So I don't have a fair basis on which to tell Barclays to reimburse the £1,000. It seems most likely that Mr Y is mistaken and didn't deposit the cash – even if perhaps he was intending to and forgot. This is a difficult message for me to give, and I know it's a difficult message for Mr Y to receive. But given the evidence I have so far and the balance of probabilities, I'm currently unable to reasonably reach any other conclusion.

In response to the provisional decision, Barclays let us know they had nothing further to add. Mr Y's representative sent in some further arguments, which I'll talk about below.

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.

The representative set out Mr Y's frustrations with how Barclays handled the complaint. While I am sorry to hear that Mr Y found the process of complaining frustrating, I should explain that our service can only consider complaints about "regulated activities" – things like processing payments and taking deposits. But handling complaints is not a regulated activity in and of itself. In other words, we weren't really set up to consider complaints about complaining, as such. So I'm not best placed to consider those points here. Instead, I'll focus my decision on the crux of the case: the disputed cash deposit.

The representative argued that Barclays failed to ensure the integrity of their machine and didn't check the machine when they said they would. However, as I said in the provisional decision, I can see that Barclays did call out an engineer, who found nothing of concern. The staff also checked the machine and found that it balanced correctly. I have then checked the electronic records myself, and I did not find anything of concern. And other customers were able to use that machine that day without issues. So the machine does not appear to have had any relevant problems at the time.

The representative said that Mr Y promptly corrected the discrepancy on the pay-in slip. But as I explained before, that slip was only partially filled in. And I do need to take into account that it was dated for a different month and then altered. In any case, that slip doesn't actually show that Mr Y went through with that transaction. So I do not find that slip to be substantive in this case.

The representative felt it was inaccurate to say that Mr Y made withdrawals in the weeks prior to the alleged deposit day. But Mr Y's statements show withdrawals on 8 and 12 July, as well as 25 July. The dates are likely to be after the fact due to processing. So this was accurate. I am aware of the withdrawal which the representative singled out, and already took it into account.

To reiterate, I have no evidence which actually shows or substantiates that Mr Y deposited the cash when he said he did; whereas I have quite a bit of evidence which shows or substantiates that that deposit did *not* take place:

- The electronic records show a full audit of all the attempts to use that machine. They show that no one attempted to deposit any cash to the landlord's account at or around the time Mr Y says he did.
- The machine balanced and the ledgers show no record of any corresponding £1,000 that was lost, stolen, surplus, or otherwise unaccounted for.
- An engineer was called out and found nothing of concern, and other customers were able to use the machine that day.
- The landlord's account shows no record of anyone depositing £1,000 on that day or on the following days.

Mr Y suggested that the staff stole his money. That is a very serious accusation, and I have found absolutely no evidence which shows or substantiates that. On the other hand, per the above, I do have substantial evidence that there was no attempt to deposit that £1,000 to that account at that time, and there was no £1,000 which went missing that day.

The representative said Mr Y had never missed his rent payment before. That may well be the case, but it does not preclude the possibility that he missed his payment that month. People make mistakes, and it's common to make a mistake for the first time.

I understand Mr Y does not like the suggestion that he may be mistaken. But I have to look at this case objectively, based on the evidence at hand. As I've set out, the evidence does not support that this deposit took place; instead, the evidence strongly supports that this deposit did *not* take place. That leaves only two realistically likely possibilities: either that Mr Y is deliberately making a false claim, or that he's mistaken. I have no good reason to believe the former, so I find it's most likely that he's mistaken.

Lastly, I appreciate that Mr Y is unhappy his complaint with Barclays yielded no results. But given that I've also found that his complaint should not succeed, I can't reasonably say that Barclays got the wrong outcome there.

So having reconsidered the case, I've come to the same conclusions as before, for the reasons set out above.

My final decision

I do not uphold this complaint.

This final decision marks the end of our service's consideration of the case.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr Y to accept or

reject my decision before 26 March 2024.

Adam Charles
Ombudsman