

The complaint

Master H complains that not all the cash his father, Mr H, paid over the counter at a branch of Nationwide Building Society ('Nationwide') was credited into his account. He is further unhappy about the way this was handled when concerns were raised and would like the missing funds returned plus interest in addition to his father being compensated for his time.

Master H is being represented in this complaint by his father, but for ease of reading I have referred to some comments as being those of Master H.

What happened

On 16 December 2021, Mr H visited a local Nationwide branch to make a cash deposit. He handed what he believed was £6,010 to the cashier to deposit into Master H's Child trust fund account.

Around a year later, Mr H noticed that only £4,010 had been credited. He went into branch on 10 November 2022 saying he was concerned Master H hadn't been credited with the full amount he'd deposited. A copy of the handwritten receipt provided at the time of deposit was shown to Nationwide staff who said it showed a deposit for £4,010 had been made rather than £6,010.

Master H says things became even more unpleasant when another employee then attempted to prevent his Mr H from taking back the receipt at which point it tore. Unhappy with this and the amount credited into his account, Master H raised a complaint. He asked Nationwide to retain the CCTV footage from 10 November 2022 and look into the missing funds.

Nationwide investigated what had happened, but didn't find anything to suggest that more money had been paid in than was credited. It also commented that the branch staff were trying to resolve Master H's query and had returned all paperwork including the receipt. The complaint wasn't upheld.

Our investigator reviewed the case. Based on the evidence he'd seen, he said it was more likely the amount credited to Master H's account was correct. He also confirmed that Nationwide didn't hold onto the CCTV footage and that it was common practice to issue handwritten receipts when machines weren't working. He did not recommend that the complaint be upheld.

Master H was not happy with this outcome, so the complaint came to me for review.

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 am sorry to disappoint Master H but having done so, I have come to the same conclusion as the investigator.

Where the evidence is incomplete, inconclusive or contradictory, as some of it is here, I have to reach my decision on the balance of probabilities. That means I must decide what I consider is most likely to have happened in the light of the evidence that is available and the wider surrounding circumstances.

What is in dispute is how much was handed over by Mr H on 16 December 2021. I completely understand Master H's distress that such a large sum of his money has gone missing, so I've taken account of the receipt he's provided. But overall, I think that the receipt has very little probative weight because I have no way of verifying whether the receipt was intended to be written as £4,010 or £6,010. Because I find it unreliable, I've considered the rest of the evidence when reviewing this complaint.

I've weighed up about Mr H's recollection of events as this too, is evidence of what happened. The fact that the deposit does not appear on the account as he claims could mean that Nationwide failed to credit it to Master H's account correctly as alleged, or it could mean that the deposit was far less than can be recalled. Ultimately, there is now no way of knowing, and I think that the long delay in raising this matter has made it more difficult to find out. Given the passage of time, I'm not satisfied that it would be safe or fair of me to rely on Mr H's memory of what happened, so I have had to rely on what was discovered by the branch on 15 November 2022 when the matter was raised.

I've thought about the branch's payment records. No discrepancies were identified in the branch's records from that day according to Nationwide and I have no reason to doubt this. I say this because Nationwide, like other banks, has a process in place to identify and deal with cash imbalances. So, if Mr H had paid in one amount but the receipt showed a different amount, the branch's records would not have balanced. The branch would have then carried out a full investigation to identify where this stemmed from. Given that this is standard practice, I find Nationwide's response plausible so for these reasons, I'm not persuaded that it made a mistake and did not credit Master H with the full amount that was deposited.

While I understand Master H's concern at the difference in amounts, the available evidence from the time doesn't make me think there was an error in what was credited to his account. It follows that I haven't found Nationwide has done anything wrong here. I'm also satisfied that Nationwide investigated the matter as I'd expect it to have when Master H raised the issue almost a year later.

CCTV

Master H requested footage from 10 November 2022 be retained and handled by Nationwide's fraud investigators. Unfortunately, that footage wasn't kept but even if the footage was available, I doubt it would be helpful in the way Master H seems to think it would be. I say this because the video recording, he's referred to is from the time the discrepancy was noticed - almost a year on and not from the day the money was deposited. As such, even if the staff had behaved as he suggests they did, that isn't evidence to persuade me the account hadn't been credited correctly.

If anything, I find that the CCTV footage from the day of the deposit may have been key but given the length of time before the discrepancy was noted, that footage is no longer available, and I'm not surprised as it is not the policy of most banks to keep footage for this length of time.

Machine not working

Master H has queried if evidence has been obtained about whether all the machines were out of use in the branch on 16 December 2021 or if the one used by Mr H was the only one affected.

Nationwide has said that on occasion, branches may experience issues with their printers. In these situations, a manual receipt is provided by staff. As Mr H was given a handwritten receipt, this would indicate the machine wasn't working. Nationwide, however, hasn't been able to go so far as to tell this service whether all three machines were out of service and nor would I reasonably expect it to given the length of time that has since passed.

Compensation for Mr H's time

Master H has asked our service to consider the time and effort his father has in dealing with the complaint. I'd like to clarify that although Mr H has represented him in this complaint, Master H is Nationwide's customer, not Mr H. This means Mr H is not entitled to bring his own grievances about Nationwide nor is he entitled to make a claim for compensation for the time he's spent on dealing with the complaint.

In conclusion, whilst I understand this will be very disappointing for Master H, I'm afraid I don't have evidence sufficient to find that Nationwide made a mistake in the amount it credited into his Child trust fund account. So, I can't reasonably require Nationwide to make up the difference he is claiming.

My final decision

For the reasons explained above, my final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Master H to accept or reject my decision before 27 March 2024.

Farzana Miah
Ombudsman