

The complaint

Mrs B complaint NewDay Ltd (“NewDay”), refuses to refund her for an ATM transaction on her Debenhams card which was not completed successfully.

What happened

Mrs B complained to us that she tried to withdraw £300 cash from an ATM using her Debenhams card in August 2023. Mrs B says the machine didn’t dispense any money, so she wants Debenhams to refund her this amount plus interest.

NewDay says Mrs B contacted it on the phone on 21 August 2023 to complain about an ATM withdrawal for £300 where the cash was not dispensed, and when she tried again the machine informed her that she had reached her daily limit. NewDay says the evidence from the ATM shows that on 17 August the ATM dispensed £300 and on 21 August Mrs B attempted to make an ATM withdrawal, but the transaction was unsuccessful, and no charges were applied to her account. So NewDay says the transaction on 17 August was successful, and no money was debited from Mrs B’s account for the attempted transaction on 21 August. Therefore, it says there has been no error on its part, and it is not upholding the complaint.

Our investigator considered the complaint and decided not to uphold it. NewDay didn’t agree so the complaint 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 understand that there has been some confusion about the date of the ATM dispute. When Mrs B complained to us, she told us she was disputing the ATM transaction on 17 August 2023. NewDay has provided evidence of a call recording in which Mrs B talks about the ATM transaction and mentions 21 August, not 17 August. NewDay says Mrs B visited an ATM on 21 August 2023 and attempted to withdraw cash. It says no cash was dispensed and no charges were applied to her account for these transactions, so it is not upholding her complaint.

However, we have checked with Mrs B and she has confirmed that she is complaining about the transaction on 17 August 2023 – as she said to us, and as we have investigated. I’ve also seen a record of the notes of Mrs B’s complaint from NewDay and I can see references to the transaction on 17 August 2023. So, I am satisfied Mrs B’s complaint relates to the ATM withdrawal on 17 August 2023, and not the transactions attempted on 21 August 2023. Having considered the evidence in relation to this complaint, I am not persuaded that the ATM transaction Mrs B complains of was successfully completed, and I’ll explain why.

In order to hold Mrs B liable for this withdrawal, it is fair and reasonable that NewDay Ltd show it was entitled to debit it from her account. This usually involves evidence such as the ATM’s Journal Roll, records from the purge bin and balancing information, to show whether

the withdrawal went through and was dispensed properly. I'd also expect some investigation and confirmation from NewDay that there is no evidence the machine had been tampered with or that it has received other similar complaints from other users around the time.

NewDay has provided an excerpt from the ATM journal roll which shows the transaction on 17 August 2023. I can see the record of the request made for £300 and the denominations of the notes dispensed. While this evidence suggests that the ATM recorded the transaction correctly and counted the cash correctly, this isn't enough to show the money was properly dispensed and received by Mrs B.

This is the only evidence provided by NewDay of the ATM transaction. NewDay states that it followed the transaction up with the "merchant" – by which I assume it means the ATM provider, and it states that the transaction was successful, and no refund is due. But NewDay hasn't provided any other evidence to support this. Without any more evidence as stated above, this is not enough to persuade me that the transaction Mrs B complains about was completed successfully.

So overall, I am not satisfied that the ATM transaction Mrs B complained about on the 17 August 2023 was carried out correctly. Therefore, NewDay should put things right by refunding Mrs B the transaction and any associated charges.

Putting things right

NewDay Ltd should refund Mrs B the £300 transaction she disputes and the associated £9 charge.

My final decision

For the reasons outlined above, I am upholding the complaint and NewDay Ltd should put things right as outlined above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs B to accept or reject my decision before 3 December 2024.

Sienna Mahboobani
Ombudsman