

The complaint

Mr Q complains Ulster Bank Ltd “Ulster Bank” failed to credit his account correctly for three cash deposits he made in branch.

What happened

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

In summary Mr Q says his wife made three cash deposits in branch which were not correctly credited to his account. He says he received a call from Ulster Bank following the third deposit on 5 September 2024 informing him that the amount counted didn’t match the amount written on the deposit envelope and was in fact £1,000 not £2,000. Mr Q says he accepted this at the time, however, after discovering the earlier two deposits were not correctly credited into his account, he is now not happy with this either.

Mr Q says he has been given inconsistent information from Ulster during the investigation of his complaint, so he doesn’t feel its’ evidence is reliable. And overall Mr Q does not feel the investigation has been carried out thoroughly and he doesn’t feel listened to.

Ulster Bank says it hasn’t found any evidence to support what Mr Q has said and based on the evidence gathered from the branch staff and branch records it thinks Mr Q is mistaken in his accounts. So, it didn’t uphold his complaint and it hasn’t refunded any of the money Mr Q says wasn’t deposited into his account.

Our investigator considered this complaint and overall felt this isn’t one he could uphold. He felt the evidence didn’t persuade him Ulster Bank had done anything wrong here and he wasn’t persuaded that the incorrect amounts had been credited to Mr Q’s account. Mr Q didn’t agree 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.

I’d like to reassure both parties that although I’ve only given an overview of what happened, I’ve read and considered everything we’ve been provided in its entirety.

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.

Mr Q’s testimony is that he had £6,000 in cash which had been returned to him by his daughter. This is the money he says his wife deposited into his account on three separate

days - 30 August, 31 August and 5 September 2023 - in the amount of £2,000 each time. However, Mr Q's bank statement records a cash deposit on 30 August for £1,000 and on 5 September for £1000. Mr Q's bank statement doesn't include any record of a cash deposit on 31 August 2023. I will look at each of these events in turn.

Cash deposit on 30 August 2023

Ulster Bank has provided a written statement from the staff member from the branch who counted the money deposit from 30 August 2023. This says she incorrectly keyed in £2,000 to Mr Q's account, as that is what was stated on the envelope, and she had gotten distracted while counting. She says she then counted the money again and realised the total was £1,000. She says she then used the machine to confirm her count of £1,000. This explains why Mr Q's account shows a £2,000 deposit which is then corrected to a £1,000 deposit.

Mr Q's view is that this her evidence is not reliable as he was told in the first instance that the bank staff couldn't remember anything from this cash deposit. However, since then she seems to have given a full account of what has happened in detail. As a starting point, both parties accounts (without any supporting evidence) hold the same weight. And in cases like this I must consider what other evidence is available to support either side and come to a decision on what I think is more likely to have happened.

In support of his complaint Mr Q has provided the three tear-off slips he says came from the three deposits made in branch. These include a space for the person depositing the money to write the amount and the date. The slip dated 30 August 2023 seems to show £1,000 recorded as the amount deposited, which is then crossed out to £2,000 written above. This would've been completed before handing over the deposit envelope by Mr Q's wife. I can't see that Mr Q has provided any explanation for this, and the amount of £1,000 matches what was credited to Mr Q's account. Mr Q has asked for us to consider the CCTV evidence from the time, but this is no longer available, and, in any case, I don't think it would be clear enough to see how much money exactly was being counted at the time.

Mr Q says he thinks his money may have been credited to the wrong account or some other error was made. Ulster Bank has explained that its usual process is that another cashier would count the money if there was a discrepancy from the amount written on the envelope, however, as this staff member was still in training, she wasn't aware of this process. I do think, therefore, Ulster Bank made an error in failing to follow its own process, but this doesn't persuade me that the cashier mis-counted this money by £1,000.

It is difficult to say for certain what happened in this situation, and there is very little evidence for me to now rely on. But I think it is more likely that the amount deposited on the day was £1,000 which has correctly been credited to Mr Q's account. I say this based on the information recorded and then crossed out on the deposit slip, and on the basis that I don't have any evidence to suggest the money was sent to the wrong account or pocketed by the cashier.

Cash deposit on 31 August 2023

Mr Q states his wife also made a £2,000 cash deposit on 31 August 2023, but this money wasn't credited to his account. Ulster Bank says it has no evidence Mr Q's wife came into the branch that day. It says it checked the CCTV footage and Mr Q's wife is not seen in the branch that day. However, this CCTV evidence is now no longer available for me to review, so there is no way for me to confirm this.

I've seen the tear-off slip Mr Q has sent us, recording a £2,000 deposit for the 31 August 2023. This records the amount of £2,000 deposited on 31 August 2023. But this slip is

completed by hand by the payee, and there is no way for me to confirm the information included in this slip is factually correct. And there is no other evidence a payment was made.

In the absence of more compelling evidence to show that Mr Q's wife made the payment into Mr Q's account on 31 August 2023, I must conclude that she did not do so. I reach this conclusion on the balance of probabilities - in other words, what I consider is more likely than not to have happened in the light of the available evidence.

Cash deposit on 5 September 2023

In relation to the cash deposit of 5 September 2023 the bank has confirmed that the money was counted twice by separate cashiers, as per the bank's usual protocol. It says it then called Mr Q to inform him of the discrepancy of £1,000 and he accepted this. Mr Q also confirmed he received a call to this effect and agreed to the amended amount being credited into his account at the time. Mr Q says he was at work when the call came and wasn't near his wife to check with her, so he just accepted what he was told. I would've expected Mr Q to speak to his wife about this to make sure she had only put £1,000 in the envelope. However, there is no evidence that he later spoke to her and got back in contact with Ulster Bank to dispute this.

I've considered the tear-off slip provided for this deposit and this records the amount as £2,000 which is crossed out and changed to £1,000. Mr Q says this was changed after he spoke to the Ulster Bank representative and was informed of the discrepancy. However, the date doesn't match the date of this deposit either. It is dated 1 October 2023, and then crossed out with 5 September 2023 written on the side. Again, this evidence is difficult for me to rely on as this is a handwritten slip and I have no way to confirm whether this accurately recorded the deposits made. So again, I don't think I have enough persuasive evidence to say that the amount deposited wasn't credited correctly.

In addition to the above, the branch records have revealed no cash discrepancies of these amounts for around the time of the disputed credit amounts. They show that the tills were in order, and where they didn't balance, this was for only small amounts. There is no evidence of any similar complaints against Ulster Bank or the staff members in question. So in the absence of any other stronger evidence to persuade me that Ulster Bank made any errors here, I am not upholding the complaint.

My final decision

For the reasons outlined above, I am not upholding this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr Q to accept or reject my decision before 3 January 2025.

Sienna Mahboobani
Ombudsman