

## **The complaint**

Mr W has complained that Barclays Bank UK PLC won't refund a cash withdrawal where he explained the cash did not dispense.

## **What happened**

In February 2024, Mr W tried to withdraw £200 at an ATM. The amount debited his account, but he's explained that no cash actually came out.

Mr W reported this to Barclays the same day and chased them. Barclays incorrectly referred Mr W to the ATM owner, who were unable to help, which meant Mr W spent several days dealing with them unnecessarily. In the end, Barclays got some evidence from the ATM owner and turned down the dispute.

Our Investigator looked into things independently and upheld the complaint, finding that there wasn't sufficient evidence that this withdrawal had been executed properly. Barclays didn't agree, so the complaint's been passed to me to decide.

## **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.

Mr W has explained that the cash withdrawal was not correctly executed. So under the relevant rules, it's for Barclays to show that it was correctly executed and was not affected by, for example, a technical breakdown. And, thinking about what's fair and reasonable, Barclays should be able to show that it was entitled to debit the £200 from Mr W's account.

I do appreciate that Barclays is limited by the information it can get from the ATM's owner, and so it does have my sympathy there. But I must nonetheless base my decision on the evidence at hand, and make findings where evidence is missing.

The ATM owner did provide some limited electronic records, which appear to show that Mr W's withdrawal went through. But these records are not very detailed, and so there's only so much weight I can place on them.

Barclays says the ATM balanced. But I have not been provided with evidence which reasonably shows or substantiates this. So I cannot conclude that it balanced correctly. For all I know, there could have been a surplus of money in the machine which was Mr W's. Similarly, I've not been given sufficient information to satisfy me that Mr W's cash did not get stuck or end up in the purge bin. And the ATM owner provided very little to substantiate their claim that the machine had not had any other issues around the time.

So we have limited technical data about the withdrawal. And we do not have sufficient evidence that the machine balanced properly, or that the money didn't end up in the purge bin, or that the machine was not suffering from technical issues around the time. On the other hand, Mr W has provided clear, plausible, and consistent testimony that the cash did not come out, and I've found no good reason to disbelieve him. I'm not reasonably satisfied that this payment was correctly executed.

So based on the evidence at hand, I find that Barclays should refund the disputed £200. Barclays pointed out that, historically, we have sometimes found other cash withdrawal cases in its favour before. But as it knows, we look at each case on its individual merits, based on the evidence at hand in that particular case.

Both sides also accept that Barclays caused some acute stress and inconvenience by mistakenly referring Mr W to the ATM owner directly. This caused Mr W to get passed around, when it was for Barclays to resolve the matter itself. I also understand that Mr W had to chase Barclays. I agree with our investigator that £150 total compensation would be fair to put that right, which would be £100 on top of the £50 Barclays already offered.

### **Putting things right**

I direct Barclays Bank UK PLC to:

- refund the £200 disputed withdrawal;
- pay simple interest to Mr W on that withdrawal, at the rate of 8% simple a year, payable from the date it was debited until the date it's returned. This is to compensate Mr W for the time he didn't have his money.

If Barclays considers that it's required by HM Revenue & Customs (HMRC) to deduct tax from that simple interest, it should tell Mr W how much tax it's taken off. It should also give Mr W a tax deduction certificate if he asks for one. Mr W may be able to reclaim the tax from HMRC if he doesn't normally pay tax.

- pay Mr W £150 compensation in total for the trouble and upset it caused. So if Barclays has already paid Mr W £50, then it would need to pay him an extra £100 to bring the total to £150.

### **My final decision**

For the reasons I've explained, I uphold Mr W's complaint, and direct Barclays Bank UK PLC to put things right by doing what I've said above.

If Mr W accepts the final decision, Barclays Bank UK PLC must carry out the redress within 28 days of the date our service notifies it of the acceptance.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr W to accept or reject my decision before 21 October 2024.

Adam Charles

**Ombudsman**