

The complaint

Mr H complains that Santander UK Plc (Santander) won't refund a cash difference.

What happened

What Mr H says:

Mr H wanted to draw out cash of £16,700 to complete a business purchase. He called Santander in advance of collecting the cash. On 22 April 2024, he went to the branch but was told the cash wasn't quite ready for him.

Mr H says he saw that a counting machine was used to count the cash, but it kept jamming. This meant the cashier had to go into a partitioned area of the bank to count it by hand – out of Mr H's sight.

The cashier returned with what was said to be £16,000 in sealed plastic envelopes, and then counted the remaining £700 from her cash drawer.

Mr H says the cash was placed in two brown envelopes and he left the branch with them. He kept them at home in a secure place before passing them to his business partner – who then went to the place where the business transaction was to take place. When the sealed envelopes were opened, it was found that £400 was missing. Mr H said his business partner and the seller then asked a third party to re-count the cash (i.e. with three people present), and it was still £400 short.

Mr H's business partner then had to make a bank transfer for the difference and he provided evidence of that payment.

Mr H complained to Santander.

What Santander said:

Santander's local manager said he had completed an investigation but didn't refund any money. He sent an email to Mr H saying this and advised that Santander's central complaints team didn't want to pick up the complaint.

Our investigation:

So, Mr H brought his complaint to us. Our investigator asked Santander for their report on 26 June 2024, on 3 July 2024 and again on 18 July 2024. The bank didn't send any report, evidence or other information to our service.

Our investigator therefore looked into Mr H's complaint without any input from Santander.

He upheld it. He accepted Mr H's testimony. Mr H had supplied the opened plastic envelopes which contained the cash. Each one was supposed to contain £1,000. But he could see that one of those had '£600' written on it – this may have been the difference of £400.

He accepted Mr H's testimony that Mr H took the money home and hid it out of sight until it was needed. He accepted Mr H's account that the counting machine was jamming and that there was a degree of manual counting of the cash. He had seen evidence that the difference of £400 had been paid by bank transfer.

He also accepted that Mr H needed to visit the branch a number of times to try to get the matter resolved – and this was an inconvenience and a worry for him. It wasn't until 28 May 2024 that he received a written response from the bank.

Based on all of this, he said the bank should refund the £400, plus interest of 8% per annum and compensation of £100.

Santander were sent the investigator's view and recommendations on 1 August 2024 but didn't respond. Because of this, the complaint has come to me to make a final 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 have thoroughly reviewed this complaint and Mr H's testimony. Because Santander haven't provided any information or evidence about what happened, I reviewed Mr H's testimony on that basis.

And I'm satisfied that what he has said is credible. He has provided consistent and persuasive arguments and evidence to say that the cash he withdrew was £400 short. I don't need to repeat the investigator's summary of Mr H's evidence here - as I have reviewed it and confirm it is an accurate reflection.

Therefore, I am satisfied that the recommended outcome and remedy is a sensible and reasonable one. **(continued)**

Putting things right

Santander must refund £400 and add interest at 8% per annum simple from 22 April 2024 to the date of settlement. And as Mr H has been inconvenienced by having to visit the branch several times to try to discuss the matter and to try to get it resolved, compensation of £100 is also reasonable.

My final decision

I uphold this complaint. Santander UK Plc must:

- Refund £400 plus interest of 8% per annum simple from 22 April 2024 to the date of settlement.
- Pay £100 for distress and inconvenience.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 4 December 2024.

Martin Lord
Ombudsman