

The complaint

Mr P complains that Bank of Scotland plc (trading as Halifax) won't pay him the £120 he says was missing from his account after he made a cash deposit of £4,735 using a cash deposit machine in branch.

What happened

Both sides are familiar with the case, so I'll summarise things in brief.

On 20 June 2024 Mr P says he tried to make a cash deposit of £4,735 by way of an Immediate Deposit Machine (IDM). Mr P says the IDM rejected some of the notes, and so he made the deposit in smaller increments. He then noticed that only £4,615 had been credited to his Halifax account, leaving a shortfall of £120.

Halifax has said that it checked the audit for the IDM, and it showed a deposit of £4,615 – which it confirmed had been credited to Mr P's account. Halifax also said the IDM balanced on 20 June 2024 – indicating that no surplus funds had been retained.

Halifax accepted it should've contacted Mr P once the IDM had been checked - as it promised to do. It offered Mr P £20 compensation for this oversight.

Mr P complained to the Financial Ombudsman. He maintained that Halifax had made a mistake and he wanted the £120 returned to him. Mr P was also unhappy that Halifax didn't contact him after it checked the IDM, and he didn't accept the £20 compensation it had offered him.

Our Investigator looked into things independently and didn't uphold the complaint. In short, she said there was no technical evidence to support that Halifax had made a mistake. She said Mr P could still accept the £20 compensation if he wished to do so.

Mr P didn't agree and so the case has been passed to me to decide. In particular, he maintained that Halifax had '*stolen*' his hard-earned money and he wanted it refunded. Mr P also wanted a copy of the CCTV footage (including audio) which he said would show the difficulty he had trying to deposit the funds, and that he was telling the truth about what happened.

Mr P said he'd never had an issue like this before, and it wasn't his fault the IDM wasn't showing a surplus of funds. He reiterated that he was telling the truth.

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.

Having done so, I've reached the same outcome as our Investigator – and for largely the same reasons. I realise this will be very disappointing for Mr P and I'd like to assure him I haven't taken this decision lightly.

In doing so, I've very carefully considered all the evidence provided and I'd like to assure Mr P that if I don't mention a particular point, it's not because I haven't considered it, but I've focussed instead on what I believe to be important to the outcome of this complaint.

I appreciate Mr P's strength of feeling – and I don't underestimate the significance of the £120 to him. He is clearly aggrieved with the outcome Halifax has reached – which he has understandably perceived as Halifax questioning his integrity. But aside from that, I need to look at things objectively. Essentially, I can only tell Halifax to refund the disputed £120 if the *technical* evidence supports there was a discrepancy or error with the IDM resulting in the £120 loss.

Firstly, I can understand Mr P's desire to have sight of the CCTV footage. But given the weight of other evidence I've seen, primarily the technical evidence relating to the IDM Mr P used, and the testimonies provided by Mr P and branch staff, I don't consider having sight of the CCTV footage to be of significance to my review.

Halifax's technical reports and complaint records support Mr P's testimony in so far as the process he went through in trying to make the deposit; and the action he took immediately afterwards. In particular, the reports show that Mr P made the deposit in nine instalments, by way of £50, £20, £10, and £5 notes. Those instalments added up to a total of £4,615, which is the amount reflected on Mr P's bank statement.

So, whilst the technical evidence corroborates some of what Mr P has said in relation to the deposit itself, the crux of this complaint rests on the amount Mr P says he deposited. Therefore, my focus has been on whether there is any *technical* evidence to show that £4,735 was deposited by Mr P and that £120 has been unaccounted for.

Firstly, as I've said above, the IDM only counted £4,615. I appreciate Mr P has consistently maintained he tried to deposit £4,735. But unfortunately, that isn't supported by the technical evidence – which in cases such as this, is seen as more persuasive than a customer's testimony. Here we've only got Mr P's word that he tried to deposit £4,735 – and I've seen no evidence to substantiate the source of the funds or evidence of what the funds were intended for.

Whilst reports showing an IDM's activity is helpful in cases like this – I've also looked to see if there's any evidence to support an accounting discrepancy with the IDM used by Mr P that matches the disputed £120.

Halifax has provided information about the deposits made using the IDM from 09.02am to 15.53pm on 20 June 2024. I can see that Mr P's deposits were made between 13.45pm and 14.11pm. The total money deposited, and the total banked for the period in question, matches. This indicates that when the money deposited in the IDM was counted, it matched what was collected and banked on 20 June 2024. In other words, no amount matching the disputed £120 was unaccounted for.

There's also nothing to suggest any other users of the IDM on 20 June 2024, significantly those who made deposits immediately before or after Mr P, experienced any issues or technical problems. Halifax has also confirmed to us that there were no reported issues with the IDM at the time of Mr P's deposit, nor is there any evidence the IDM had been tampered with.

Taking all the evidence into consideration, I don't think this is a case where it would be fair and reasonable for me to ask Halifax to refund the £120 to Mr P.

This is a difficult message for me to give; but given the evidence I have and the balance of probabilities, I'm unable to reasonably reach any other conclusion. So, I'm not going to tell Halifax to do anything further to resolve this complaint.

In terms of the £20 offered by Halifax for not contacting Mr P as it said it would, I think this is a fair level of compensation, and in line with what I'd have expected Halifax to offer if it hadn't already done so. It is still open for Mr P to accept the £20 compensation if he so wishes.

My final decision

For the reasons I've explained, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr P to accept or reject my decision **before 7 November 2024**.

Anna Jackson
Ombudsman